

# Exhibit 1



## Notice of Service of Process

MC4 / ALL  
Transmittal Number: 20912710  
Date Processed: 01/02/2020

**Primary Contact:** Gail Goldberg  
Building Material Corporation Of America Group  
1 Campus Dr  
Parsippany, NJ 07054-4404

**Electronic copy provided to:** Cathay Meekins  
Renee Greaves  
Bonnie AskenaseGoshin  
Mike Baker

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**Entity:** GAF Materials Corporation  
Entity ID Number 0471283

**Entity Served:** GAF

**Title of Action:** James Imburgia vs. Standard Industries, Inc. dba GAF Materials Coporation

**Document(s) Type:** Summons/Complaint

**Nature of Action:** Class Action

**Court/Agency:** Cook County Circuit Court, IL

**Case/Reference No:** 2019CH14672

**Jurisdiction Served:** Illinois

**Date Served on CSC:** 12/30/2019

**Answer or Appearance Due:** 30 Days

**Originally Served On:** CSC

**How Served:** Personal Service

**Sender Information:** Seth Yohalem  
312-278-3153

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**To avoid potential delay, please do not send your response to CSC**

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | [sop@cscglobal.com](mailto:sop@cscglobal.com)

Return Date: No return date scheduled  
Hearing Date: 4/17/2020 10:00 AM - 10:00 AM  
Courtroom Number: 2510  
Location: District 1 Court  
Cook County, IL

FILED  
12/19/2019 3:01 PM  
DOROTHY BROWN  
CIRCUIT CLERK  
COOK COUNTY, IL  
2019CH14672

7803552

2120 - Served  
2220 - Not Served  
2320 - Served By Mail  
2420 - Served By Publication  
Summons - Alias Summons

2121 - Served  
2221 - Not Served  
2321 - Served By Mail  
2421 - Served By Publication

(08/01/18) CCG 0001 A

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

James Imburgia and Sarah Mabry

(Name all parties)

v.

Case No. 2019CH14672

~~Standard Industries, Inc.~~

GAF

☒ SUMMONS ☐ ALIAS SUMMONS

To each Defendant:

YOU ARE SUMMONED and required to file an answer to the complaint in this case, a copy of which is hereto attached, or otherwise file your appearance and pay the required fee **within thirty (30) days after service of this Summons**, not counting the day of service. To file your answer or appearance you need access to the internet. Please visit [www.cookcountyclerkofcourt.org](http://www.cookcountyclerkofcourt.org) to initiate this process. Kiosks with internet access are available at all Clerk's Office locations. Please refer to the last page of this document for location information.

**If you fail to do so, a judgment by default may be entered against you for the relief requested in the complaint.**

To the Officer:

This Summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service. If service cannot be made, this Summons shall be returned so endorsed. This Summons may not be served later than thirty (30) days after its date.

Dorothy Brown, Clerk of the Circuit Court of Cook County, Illinois  
[cookcountyclerkofcourt.org](http://cookcountyclerkofcourt.org)

DEC 30 2019

Summons - Alias Summons

(08/01/18) CCG 0001 B

E-filing is now mandatory for documents in civil cases with limited exemptions. To e-file, you must first create an account with an e-filing service provider. Visit <http://efile.illinoiscourts.gov/service-providers.htm> to learn more and to select a service provider. If you need additional help or have trouble e-filing, visit <http://www.illinoiscourts.gov/FAQ/gethelp.asp>, or talk with your local circuit clerk's office.

Atty. No.: 59522

Witness: \_\_\_\_\_

Atty Name: Seth Yohalem

12/19/2019 3:01 PM DOROTHY BROWN

Atty. for: Plaintiffs

DOROTHY BROWN, Clerk of Court

Address: 954 W. Washington Blvd. Suite 322

City: Chicago

Date of Service: DEC 30 2019  
(To be inserted by Officer on copy left with Defendant or other person):

State: IL Zip: 60607

Telephone: 312-278-3153

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Dorothy Brown, Clerk of the Circuit Court of Cook County, Illinois  
[cookcountyclerkofcourt.org](http://cookcountyclerkofcourt.org)

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## CLERK OF THE CIRCUIT COURT OF COOK COUNTY OFFICE LOCATIONS

- ☐ Richard J Daley Center  
50 W Washington  
Chicago, IL 60602
  - ☐ District 2 - Skokie  
5600 Old Orchard Rd  
Skokie, IL 60077
  - ☐ District 3 - Rolling Meadows  
2121 Euclid  
Rolling Meadows, IL 60008
  - ☐ District 4 - Maywood  
1500 Maybrook Ave  
Maywood, IL 60153
  - ☐ District 5 - Bridgeview  
10220 S 76th Ave  
Bridgeview, IL 60455
  - ☐ District 6 - Markham  
16501 S Kedzie Pkwy  
Markham, IL 60428
  - ☐ Domestic Violence Court  
555 W Harrison  
Chicago, IL 60607
  - ☐ Juvenile Center Building  
2245 W Ogden Ave, Rm 13  
Chicago, IL 60602
  - ☐ Criminal Court Building  
2650 S California Ave, Rm 526  
Chicago, IL 60608
  - ☐ Domestic Relations Division  
Richard J Daley Center  
50 W Washington, Rm 802  
Chicago, IL 60602  
Hours: 8:30 am - 4:30 pm
  - ☐ Civil Appeals  
Richard J Daley Center  
50 W Washington, Rm 801  
Chicago, IL 60602  
Hours: 8:30 am - 4:30 pm
  - ☐ Criminal Department  
Richard J Daley Center  
50 W Washington, Rm 1006  
Chicago, IL 60602  
Hours: 8:30 am - 4:30 pm
  - ☐ County Division  
Richard J Daley Center  
50 W Washington, Rm 1202  
Chicago, IL 60602  
Hours: 8:30 am - 4:30 pm
  - ☐ Probate Division  
Richard J Daley Center  
50 W Washington, Rm 1202  
Chicago, IL 60602  
Hours: 8:30 am - 4:30 pm
  - ☐ Law Division  
Richard J Daley Center  
50 W Washington, Rm 801  
Chicago, IL 60602  
Hours: 8:30 am - 4:30 pm
  - ☐ Traffic Division  
Richard J Daley Center  
50 W Washington, Lower Level  
Chicago, IL 60602  
Hours: 8:30 am - 4:30 pm
- Daley Center Divisions/Departments**
- ☐ Civil Division  
Richard J Daley Center  
50 W Washington, Rm 601  
Chicago, IL 60602  
Hours: 8:30 am - 4:30 pm
  - ☒ Chancery Division  
Richard J Daley Center  
50 W Washington, Rm 802  
Chicago, IL 60602  
Hours: 8:30 am - 4:30 pm

Dorothy Brown, Clerk of the Circuit Court of Cook County, Illinois  
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## 7802631

Case No.

Defendant.

2. GAF holds out its “Master Elite” program as a way that it provides “peace of mind” to homeowners in choosing qualified roofing contractors. GAF claims that to become “certified” as “Master Elite,” contractors must meet stringent standards which provide assurance that such

contractors are professional and dependable. GAF further claims that only 2% of all roofing contractors meet this standard.

3. In reality, GAF's Master Elite program is little more than a licensing agreement between GAF and nominally independent roofing contractors through which GAF calls them "Master Elite" and allows them to sell certain warranties from GAF in exchange for those contractors committing to use predominantly GAF products. This makes GAF's "certification" unreliable and far from objective.

4. Moreover, GAF does not disclose to homeowners that to obtain a Master Elite certification, a roofing contractor must commit to using predominantly GAF products.

5. Indeed, GAF also forbids Master Elite contractors from notifying homeowners of these terms, while requiring Master Elite contractors to hold themselves out as otherwise "unaffiliated" with GAF.

6. In addition, the standards GAF purports to require a contractor to satisfy in order to obtain a Master Elite certification are not "stringent" at all. Instead, GAF's standards are easily satisfied and do not provide assurance about a contractor's professionalism or dependability.

7. In fact, GAF's claim that only 2% roofing contractors have been certified as Master Elite is both false and misleading. In Illinois, currently more than 7% of all roofing contractors are "Master Elite" contractors. In addition, many roofing contractors who would otherwise be described as professional and dependable may decide not to become "certified" because they wish to be free to use non-GAF products in their jobs.

8. GAF's largely worthless certification allows "Master Elite" contractors to charge a significant premium for their services and to win business from homeowners who might otherwise hire other contractors.

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9. Plaintiffs and putative members of the Class lost money by hiring contractors based upon a certification that meant far less than GAF claimed.

10. Plaintiffs also learned the hard way that GAF's Master Elite certification does not provide the "peace of mind" or "assurance" that it purports to. Following weather damage to their homes in 2017, Plaintiffs each hired a Master Elite contractor, Warner Roofing, LLC d/b/a Warner Roofing & Restoration ("Warner"). Plaintiffs never would have hired Warner absent GAF's certification of Warner as "Master Elite." Warner engaged in widespread violations of Illinois laws designed to protect homeowners from unscrupulous home repair practices, performed substandard and dishonest work, and then sued both Plaintiffs, who had to represent themselves for financial reasons. In short, trusting GAF's Master Elite certification resulted in exactly the sort of difficulties Plaintiffs sought to avoid by relying on the certification.

11. Plaintiffs bring this class action to rectify GAF's deceptive marketing surrounding its Master Elite program and to recover the damages they and the Class have incurred as a result of GAF's deceptive conduct.

### **PARTIES**

12. Plaintiff James Imburgia is and has been at all relevant times, a resident and citizen of Illinois.

13. Plaintiff Sarah Mabry is, and has been at all relevant times, a resident and citizen of Illinois.

14. Defendant GAF is a Delaware Corporation with its principle place of business in New Jersey.



## **JURISDICTION AND VENUE**

15. Jurisdiction and venue are proper because the events at issue in this lawsuit occurred in Illinois, Plaintiffs are residents of Illinois, and GAF conducts its usual and customary business in Cook County, Illinois.

16. This class action is brought pursuant to 735 ILCS 5/2-801.

## **BACKGROUND**

### **GAF Markets Its “Master Elite” Program As A Quality Assurance “Certification”**

17. GAF is a leading manufacturer of roofing products with over \$3 billion in total sales.

18. GAF sells a wide range of roofing products, including residential roofing systems and shingles.

19. Although GAF does not install products itself, GAF profits whenever GAF products are purchased and used in a residential roofing job.

20. Most homeowners hire roofing contractors to repair and/or install their roofs, rather than performing their own repairs.

21. Thus, it is in GAF’s financial interest to encourage homeowners to hire roofing contractors who are more likely to install GAF products than those of competing brands.

22. To accomplish this end, GAF has devised its “Master Elite” program, through which it allows contractors to hold themselves out as certified by GAF as “Master Elite” and permits them to sell certain GAF warranties in exchange for those contractors agreeing to sell primarily GAF products.

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23. However, GAF markets its “Master Elite” program by suggesting to homeowners that GAF, as an expert in roofing, has independently assessed contractors and determined them to perform quality work and to be professional and dependable.

24. For example, GAF’s website states:

Master Elite® Certification is GAF's factory certification program that provides ongoing training to roofing contractors and assurance to you that the roof will be completed well and professionally. Only 2% of all roofing contractors have qualified as Master Elite®. Choosing a GAF Master Elite® contractor is your assurance that you'll be dealing with a quality, and dependable professional contractor.

(GAF Website Screenshot 1, Ex. A.)

25. Elsewhere GAF’s website states that “Because of stringent GAF standards, less than 2% of all roofing contractors have qualified as a Master Elite® Contractor.” (GAF Website Screenshot 2, Ex. B.)

26. According to the Internet Wayback machine, in spring 2017, around the time Plaintiffs hired Warner, GAF’s website stated:

For peace of mind, choose a GAF factory-certified contractor...Because of GAF's stringent standards, only 3% of all roofing contractors have qualified as Master Elite contractors! Choosing a GAF Master Elite® contractor is your assurance that you'll be dealing with a quality, reputable, and dependable professional contractor - not some “fly-by-nighter.”

(Wayback Machine GAF 2017 Website screenshot, Ex. C.)

27. At GAF’s direction and encouragement, Master Elite contractors also make materially identical representations to homeowners.

28. For example, GAF has designed a brochure titled “Take the Worry Out” that Master Elite contractors can personalize and distribute, which claims:

Because of GAF's stringent standards, less than 2% of roofing contractors have qualified as Master Elite® Contractors! Choosing us is your assurance that you'll be dealing with a quality, reputable, and dependable professional contractor—not some “fly-by-nighter.”

(“Take the Worry Out” order form, attached as Ex. D.)

29. Upon information and belief, all homeowners who ultimately hire “Master Elite” contractors are exposed in some manner to representations that GAF employs stringent standards that provide assurance that Master Elite contractors are professional and dependable, and that GAF certifies only 2-3 percent of all roofing contractors as “Master Elite.”

30. However, these claims are both misleading and false.

**GAF Conceals Its Financial Incentives To Certify Contractors As “Master Elite”**

31. First, GAF fails to disclose the numerous program terms that are irrelevant to quality assurance, but which render the “Master Elite” program far from the trustworthy certification program GAF holds it out to be.

32. All contractors applying to be “Master Elite” must agree to a standard form contract. A true and correct version of what is believed to be the 2015 GAF Master Elite application and contract (hereinafter, the “Master Elite Contract”) is attached as Ex. E.

33. The Master Elite Contract requires contractors to “agree that in each contract year of this Agreement, not less than 75% of the amount paid for all your purchases of roofing products shall be for GAF roofing products.” (Id. at ¶5(g).)

34. The Master Elite contract also requires contractors to agree to a “covenant not to compete” that effectively requires contractors not to promote non-GAF roofing products in any meaningful way. (Id. at ¶13).

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35. In addition, the Master Elite contract provides financial incentives in the form of “GAF Bucks” to Master Elite contractors who sell certain amounts of GAF warranties (Id. at ¶ 5(c).)

36. These program terms effectively ensure that a contractor who has been certified as “Master Elite” by GAF will use predominantly GAF products – and not those of competing brands – in their projects.

37. In turn, this creates a strong incentive for GAF to certify contractors as Master Elite for reasons unrelated to their professionalism or dependability.

38. Homeowners have no reason to suspect that by obtaining what purports to be a quality assurance certification from GAF, “Master Elite” roofing contractors also must agree to direct business to GAF in this manner.

39. However, GAF does not disclose these program terms to consumers.

40. Moreover, the Master Elite Contract specifically forbids Master Elite Contractors from disclosing the terms of the program, including these. (Id. at ¶ 8(b).)

41. Instead, GAF requires contractors to hold themselves out to the public as “unaffiliated with GAF other than as a member of the GAF Master Elite™ Roofing Contractor Program,” creating the impression that other than being certified by GAF and able to sell certain warranties, the contractor has no financial affiliation with GAF. (Id. at ¶6.)

42. By not disclosing these terms, GAF creates the false impression that a third party, with expertise in roofing, has objectively determined that “Master Elite” contractors are professional and reliable. This is not the case.

**GAF Does Not Employ The “Stringent” Standards It Purports To Employ**

43. Second, GAF does not require contractors to satisfy “stringent” standards in order to become certified as “Master Elite.”

44. As an initial matter, it is simply false that “[o]nly 2% of all roofing contractors have qualified as Master Elite.”

45. According to the Bureau of Labor and Statistics, as of 2018, there were 965 roofing contractors in Illinois and in no year since 2008 were there more than 1141 roofing contractors within Illinois. (BLS printout, Ex. F.)

46. Yet GAF’s website lists 71 Master Elite contractors within Illinois. Thus, there are over three times more contractors that GAF has certified as “Master Elite” than the 2% of all roofing contractors it claims.

47. Indeed, comparing the number of roofing contractors certified as “Master Elite” with the total number of roofing contractors counted by the Bureau of Labor and Statistics in other states, it appears that GAF systematically overstates the difficulty of becoming certified as “Master Elite,” with a majority of states having twice or more, and in many instances, many more, Master Elite contractors than the two percent held out by GAF.

48. It is also likely than many contractors who would otherwise qualify never attempt to become certified as “Master Elite” because they do not wish to agree to program terms obligating them to use primarily GAF products. This further renders GAF’s claims about the number of contractors who “have qualified” as “Master Elite” misleading.

49. GAF also does not take sufficient measures to “assure” that the contractors it purports to “certify” as “Master Elite” are in fact “professional” and “dependable.”

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50. For example, GAF requires a “satisfactory rating” from the Better Business Bureau and state consumer agencies. But a “satisfactory” rating from such agencies is not difficult to obtain and is not assurance that a contractor is professional or dependable. Indeed, the Better Business Bureau specifically does not “guarantee the reliability of the companies that are rated.” (BBB FAQ, Ex. G.)

51. Likewise, while GAF appears to require at least three employees of its Master Elite Contractors “pass” a “Pro Field Guide” certification examination annually, this examination is hardly “stringent.”

52. As GAF explains to its Master Elite contractors (but not to the customers hiring them), “applicants scoring below 80% will receive a letter stating they should re-try...you may submit answers for review as many times and you like to gain your certification...We will send you a letter stating that there were some questions missed. We will tell you what questions. Simply send in the correct answer to those questions and you will be certified.” (GAF Pro Field Guide excerpts, Ex. H.)

53. In addition, GAF does not enforce the standards it purports to impose.

54. For example, GAF requires contractors to state that they have been in business for seven years as part of their application. Warner made this representation when it became certified in its application to dated February 2016, but Warner was not actually in business for seven years at the time. In fact, Warner did not form until 2011 and did not obtain its roofing license until 2013, less than two and a half years before it applied for its Master Elite certification in February 2016. (*See* Secretary of State Website, Ex. I (showing Warner formed in 2011) *and* Illinois Department of Professional Regulation Website, Ex. J (showing that Warner

first received its roofing license in 2013).) GAF would have discovered this fact if it compared Warner's representations with publicly available information.

55. Finally, as Plaintiffs would discover, GAF does not take adequate measures to review the business practices of Master Elite contractors to ensure that they comply with consumer protection laws, make truthful representations, or otherwise act professionally and dependably.

**Plaintiffs Were Damaged By GAF's Certification Of Warner As Master Elite**

56. Plaintiffs both hired Warner following a hail storm that swept through Rockford, Illinois in 2017, believing that by doing so, they could be assured that they were hiring a contractor that had been objectively vetted to be professional and dependable.

***James Imburgia***

57. Mr. Imburgia was referred to Warner by a mutual acquaintance whose home had also been damaged.

58. Mr. Imburgia, who is disabled, agreed to hire Warner after learning that it was certified by GAF as "Master Elite" because he believed that this certification provided him with assurance that a third party, with the relevant expertise, had vetted Warner and found Warner to be professional and dependable.

59. Mr. Imburgia paid Warner several thousand dollars to perform roofing repairs on his home, which, upon information and belief, is more than he would have paid a contractor who was not certified as "Master Elite." Mr. Imburgia would not have hired Warner absent its Master Elite certification.

60. However, Warner was neither professional nor dependable. With respect to the roof repairs:

- a. Warner failed to provide Mr. Imburgia a full written contract of the work it would perform, including failing to state the total cost, parts and materials, in violation of 815 ILCS 513/15;
- b. Warner failed to provide Mr. Imburgia a notice of his right to cancel the contract, as required by 815 ILCS 513/18(f);
- c. Warner promised not to charge for the deductible portion of its repairs for Mr. Imburgia's home, in violation of 815 ILCS 513/18(b), and then, after the fact attempted to invoice him for these repairs;
- d. Warner paid Mr. Imburgia's acquaintance to refer Warner to him in violation of 815 ILCS 513/18 (b) and never disclosed this to Mr. Imburgia;
- e. Warner failed to provide a copy of the "Home Repair: Know Your Consumer Rights" pamphlet in violation of 815 ILCS 513/20; and
- f. Warner performed substandard work, leaving used materials and trash across Imburgia's property.

61. However, Imburgia's problems with Warner were just beginning.

62. In addition to performing roof repairs, in violation of in violation of 815 ILCS 513/18 (i); Warner attempted to file insurance claims on Mr. Imburgia's behalf. Warner convinced Mr. Imburgia's insurer, State Farm, that there was additional damage to Imburgia's home that should be covered.



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63. Based on Warner's representations, State Farm issued an additional check to Mr. Imburgia. Mr. Imburgia contacted a State Farm agent to raise concerns that the work might not be needed, but he was assured by State Farm he could accept the check.

64. Given his experience with Warner, Imburgia told Warner not to perform any further work on his home.

65. Moreover, Warner had no contract providing for it to perform further work on Imburgia's home, as required by Illinois law.

66. Nonetheless, evidently hoping to recover the check State Farm had issued, Warner showed up early one morning in December 2017 while Mr. Imburgia was still asleep and removed siding and windows from his home. At that point, Warner insisted on "repairing" the siding it had just effectively destroyed. Warner then invoiced Imburgia for tens of thousands of dollars in repair work,

67. When Imburgia refused to pay Warner for this additional work – work necessitated by Warner's unauthorized destruction of his home – Warner initiated litigation against him, which remains ongoing.

68. After hiring and paying Warner based on GAF's certification, Imburgia has been left with a poorly installed roof, debris covering his property, unauthorized and intrusive work, and significant litigation; far from the "peace of mind" GAF's certification purports to promise.

***Sarah Mabry***

69. Plaintiff Sarah Mabry, who is elderly, was solicited at her home by a Warner representative, Todd Sanders. At the time, Mr. Sanders communicated to Ms. Mabry that Warner was certified by GAF as "Master Elite" and that such certification meant that Ms. Mabry

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could be assured Warner was professional and dependable because GAF employed stringent standards that only 2% of roofing contractors can satisfy.

70. Mr. Sanders told Ms. Mabry that to make sure Warner would promptly begin work on her home, she needed to sign the front page of a blank contract and provide a deposit.

71. Believing that GAF's Master Elite certification provided her with assurance that Warner was professional and dependable, Ms. Mabry provided her signature and wrote Warner a \$4000 check.

72. Ms. Mabry would not have signed the contract absent GAF's certification of Warner as "Master Elite."

73. However, as was the case with Mr. Imburgia, Warner did not act professionally or dependably towards Ms. Mabry. Instead:

- a. Warner failed to provide Ms. Mabry with the rest of the contract before beginning work, including failing to state the total cost, parts and materials, in violation of 815 ILCS 513/15;
- b. Warner failed to provide Ms. Mabry a notice of her right to cancel the contract, as required by 815 ILCS 513/18(f);
- c. Warner failed to provide Ms. Mabry a copy of the "Home Repair: Know Your Consumer Rights" pamphlet in violation of 815 ILCS 513/20;
- d. Warner purported to represent Mabry in connection with her insurance claims, in violation of 815 ILCS 513/18 (i) and interfered with her receiving insurance payments;<sup>1</sup>

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<sup>1</sup> In direct violation of 815 ILCS 513/18(i), Warner's marketing materials state that Warner "specializes in meeting with your adjuster on your behalf to ensure maximum benefits are

- e. Warner did not obtain required permits for the work it performed at her home;
- f. Warner was not properly bonded during the time it performed work on her home;
- g. Warner delayed performing work for months, did not perform all of the work it had promised, and then performed substandard work, left dangerous debris throughout her yard, and refused to remedy these issues; and
- h. Warner performed work beyond the scope of Ms. Mabry's insurance coverage, attempted unsuccessfully to invoice her insurer, and then invoiced her for it without ever informing her of her right to cancel the contract before work began, in violation of 815 ILCS 513/18(e).

74. When Ms. Mabry objected to Warner's work and refused to pay the balance Warner claimed was owed, Warner sued Ms. Mabry, who did not have a lawyer. The small claims court issued a judgment against her for "breach of contract," reducing the amount Warner claimed to be owed by approximately \$1700 due to some of the defective work performed by Warner. Ms. Mabry paid the balance of the judgment. The Court did not address any of Warner's violations of Illinois consumer protection laws.

75. Then, following the judgment, Warner and GAF refused to honor the warranty that had been promised to her.

76. To win her business, Warner provided Mabry with marketing materials stating that "Warner is GAF Master Elite Certified so you will receive a free upgrade to a 50 year non-

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recovered. Warner will represent you free of charge, but we do strongly urge home owners being present at the time of adjustment." (Warner Marketing Materials, Ex. K.)

prorated transferable warranty from GAF” and that she would receive “the strongest warranty protection [GAF] offer[s] – period.” (Warner Marketing materials, Ex. K.)

77. Although Mabry has a roof that is failing, GAF has claimed that Warner never registered Mabry for its strongest warranty and that the warranty Warner did register her for does not cover the damage to her roof.

78. Warner has claimed that it has no legal obligation to honor this or any other warranty.

79. As a result of hiring Warner, Mabry has paid Warner tens of thousands of dollars, while receiving a substandard roof that is not covered by the promised warranty and considerable disruption to her life.

#### **Class Allegations**

80. **Class Definition:** Plaintiffs bring this action pursuant to 735 ILCS 5/2-801 on behalf of a class of similarly situated individuals, defined as follows (the “Class”):

All individuals who, while residing in the State of Illinois, hired a roofing contractor certified as “Master Elite” by GAF in the three years prior to the filing of this Complaint.

81. Plaintiffs reserve the right to amend the Class definition or add a Class if further information and discovery indicate that the Class definition should be narrowed, expanded, or otherwise modified.

82. Certification of Plaintiffs’ claims for class-wide treatment is appropriate because Plaintiffs can prove the elements of their claims on a class-wide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claims.

83. **Numerosity:** Pursuant to 735 ILCS 5/2-801 (1), the number of persons within the Class is substantial, believed to amount to thousands of persons or more. It is, therefore,

impractical to join each member of the Class as a named Plaintiff. Accordingly, utilization of the class action mechanism is the most economically feasible means of determining and adjudicating the merits of this litigation.

84. **Commonality and Predominance:** Pursuant to 735 ILCS 5/2-801(2), there are well-defined common questions of fact and law that exist as to all members of the Class and that predominate over any questions affecting only individual members of the Class. These common legal and factual questions, which do not vary from Class member to Class member, and which may be determined without reference to the individual circumstances of any class member, include, but are not limited to, the following:

- a. Whether GAF and its “Master Elite” contractors’ failure to disclose the financial incentives GAF has to certify contractors as “Master Elite” is deceptive;
- b. Whether GAF’s representations that hiring a Master Elite contractor is assurance that they will be professional and dependable is deceptive;
- c. Whether GAF’s representations that because of stringent GAF standards only 2% (or 3%) of roofing contractors have been certified as “Master Elite” is deceptive;
- d. Whether GAF intends for consumers to rely on its representations regarding certification of contractors as Master Elite;
- e. Whether Plaintiffs and members of the class were damaged by, among other things, paying a price premium to hire roofing contractors certified by GAF as “Master Elite;” and
- f. Whether GAF has been unjustly enriched by these representations.

85. **Adequate Representation:** Pursuant to 735 ILCS 5/2-801 (3), Plaintiffs have retained and are represented by qualified and competent counsel who are highly experienced in complex consumer class action litigation. Plaintiffs and their counsel are committed to vigorously prosecuting this class action. Moreover, Plaintiffs are able to fairly and adequately represent and protect the interests of such a Class. Neither Plaintiffs nor their counsel has any interest adverse to, or in conflict with, the interests of the absent members of the Class. If necessary, Plaintiffs may seek leave of this Court to amend this Class Action Complaint to include additional Class representatives to represent the Class or additional claims as may be appropriate.

86. **Superiority:** Pursuant to 735 ILCS 5/2-801(4), a class action is superior to other available methods for the fair and efficient adjudication of this controversy because individual litigation of the claims of all Class members is impracticable. Even if every member of the Class could afford to pursue individual litigation, the Court system could not. Individualized litigation would also present the potential for varying, inconsistent or contradictory judgments and would magnify the delay and expense to all parties and to the court system resulting from multiple trials of the same factual issues. By contrast, the maintenance of this action as a class action, with respect to some or all of the issues presented herein, presents few management difficulties, conserves the resources of the parties and of the court system, and protects the rights of each member of the Class. Plaintiffs anticipate no difficulty in the management of this action as a class action.

**COUNT I**

**VIOLATION OF THE ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT (815 ILCS 505/1, et seq.)**

87. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 86, and each and every part thereof with the same force and effect as though fully set forth herein.

88. The Illinois Consumer Fraud and Deceptive Business Practices Act (the “ICFA”), 815 ILCS 505/1, et seq., prohibits the use of unfair or deceptive business practices in the conduct of trade or commerce. The ICFA is to be liberally construed to effectuate its purposes. 815 ILCS 505/11a.

89. In addition, in construing whether an act or practice violates the ICFA, courts are to give consideration “to the interpretations of the Federal Trade Commission and the federal courts relating to Section 5 (a) of the Federal Trade Commission Act.” 815 Ill. Comp. Stat. Ann. 505/2.

90. The Federal Trade Commission has promulgated various interpretations of Section 5(a), including those set forth in its “Guides Concerning Use of Endorsements and Testimonials in Advertising,” 16 C.F.R. § 255.0-255.5, which applied to GAF’s endorsement of its “Master Elite” contractors through its “certification” of them.

91. GAF engaged in the following unfair and/or deceptive business practices in the conduct of trade or commerce:

- a. Failing to disclose the financial incentives that materially affect the reliability of the GAF Master Elite certification (*see, e.g.* 16 C.F.R. § 255.5);
- b. Representing that choosing a contractor “certified” as “Master Elite” was “assurance” that the contractor would be “professional” and “dependable,”

when the certification was not based on criteria sufficient for making this representation (*see, e.g.* 16 C.F.R. § 255.4) and, upon information and belief, when GAF did not honestly believe this representation (*see, e.g.* 16 C.F.R. § 255.1(a));

- c. Representing that it employs “stringent” standards such that only 2% or 3% of roofing contractors qualify as “Master Elite” when the percentage is materially higher; and
- d. Encouraging, directing and/or requiring its Master Elite contractors to make these same representations and omissions.

92. These practices also constitute unfair, immoral and unscrupulous conduct by GAF.

93. GAF intended that Plaintiffs and members of the Class would rely upon these deceptive practices, and a reasonable person would in fact be misled by these deceptive practices.

94. GAF knew or should have known that its representations and omissions concerning its Master Elite certification were material and likely to mislead consumers.

95. GAF’s practices, acts, and course of conduct in marketing its Master Elite certification are likely to mislead a reasonable consumer acting reasonably under the circumstances to his or her detriment. Like Plaintiffs, members of the Class would not have hired contractors certified by GAF as “Master Elite” and/or would have paid less for their services had the Master Elite certification, including its limitations, been accurately and fully described.

96. Plaintiffs and members of the Class have been directly and proximately damaged by GAF’s actions.



97. In addition, GAF's conduct showed malice, motive, and a reckless disregard of the truth such that an award of punitive damages is appropriate.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs, individually and on behalf of the other members of the Class proposed in this Complaint, respectfully request that the Court enter judgment as follows:

- (a) Certifying the action as a class action and designating Plaintiffs and their counsel as representatives of the Class;
- (b) Granting preliminary and permanent equitable and injunctive relief for the Class, including enjoining GAF from engaging in the deceptive marketing practices described herein;
- (c) Awarding the class disgorgement of any and all monies obtained by GAF by virtue of the practices described above, as well as actual, expectation, consequential and punitive damages, plus interest;
- (d) Awarding reasonable attorneys' fees and costs; and
- (e) Granting such other and further relief as the Court may deem just and proper.

**COUNT II**  
**UNJUST ENRICHMENT**

98. Plaintiffs incorporate by reference paragraphs 1 through 86 of this Complaint as if fully stated herein.

99. GAF caused Plaintiffs and the Class to hire and/or pay more to contractors certified as "Master Elite" by making the material misrepresentations and omissions described herein.

100. As a result of these material misrepresentations and omissions, GAF sold more products and GAF increased its profits.

101. However, Plaintiffs and Members of the class did not receive what they had bargained for – a contractor whose professionalism and dependability had been properly vetted by an unbiased third party applying stringent standards that only 2% to 3% of all roofing contractors could satisfy.

102. GAF has been unjustly enriched in retaining the revenues derived from the sales of GAF roofing products made in connection with home repairs undertaken by Plaintiffs and Class members when they hired Master Elite contractors. Allowing GAF to retain those monies under these circumstances is unjust and inequitable. GAF should pay restitution to Plaintiffs and the other members of the Class for its unjust enrichment, as ordered by the Court.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs, individually and on behalf of the other members of the Class proposed in this Complaint, respectfully request that the Court enter judgment as follows:

- (a) Certifying the action as a class action and designating Plaintiffs and their counsel as representatives of the Class;
- (b) Awarding the class disgorgement of any and all monies obtained by GAF by virtue of the practices described above, plus interest; and
- (c) Granting such other and further relief as the Court may deem just and proper.

**COUNT III**  
**Negligent Misrepresentation**

103. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 86, and each and every part thereof with the same force and effect as though fully set forth herein.

104. By holding itself out as providing a “certification” to roofing contractors, GAF purports to be in the business of supplying information for the guidance of homeowners in their business transactions. As such, GAF had a duty to use reasonable care in making representations about its roofing program.

105. GAF’s representations that in choosing a Master Elite contractor, a homeowner is “assured” to have a “quality and dependable, professional contractor,” that GAF employs “stringent” standards in its Master Elite certification, and that only 2% or 3% of all roofing contractors qualify as “Master Elite” are materially false.

106. GAF made these representations with the intention that homeowners act upon them by hiring roofing contractors it certified as “Master Elite.”

107. GAF did not exercise reasonable care in making these representations.

108. Plaintiffs and, upon information and belief, members of the Class, justifiably relied on the truth of these representations when they hired contractors who had been certified by GAF as Master Elite.

109. Plaintiffs and, upon information and belief, members of the Class were damaged by GAF’s misrepresentations when they paid monies to contractors based on GAF’s misrepresentations, but did not receive what they had bargained for – a contractor whose professionalism and dependability had been properly vetted by an unbiased third party applying stringent standards that only 2% to 3% of all roofing contractors could satisfy.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs, individually and on behalf of the other members of the Class proposed in this Complaint, respectfully request that the Court enter judgment as follows:

- (a) Certifying the action as a class action and designating Plaintiffs and their counsel as representatives of the Class;
- (b) Awarding the class disgorgement of any and all monies obtained by GAF by virtue of the practices described above, as well as actual, expectation, consequential and punitive damages, plus interest;
- (c) Granting such other and further relief as the Court may deem just and proper.

**JURY DEMAND**

Plaintiffs demand a trial by jury for all issues so triable

Dated: December 19, 2019

Respectfully submitted,

James Imburgia and Sarah Mabry.

By: /s/ Seth Yohalem  
One of Their Attorneys

Seth Yohalem  
Adam Waskowski  
Daniel R. Johnson  
WASKOWSKI JOHNSON YOHALEM LLP  
954 West Washington Boulevard, Suite 322  
Chicago, IL 60607  
312-278-3153  
Firm ID: 59522

**AFFIDAVIT PURSUANT TO ILLINOIS SUPREME COURT RULE 222(b)**

Pursuant to Illinois Supreme Court Rule 222(b), counsel for Plaintiffs certifies that Plaintiffs seek money damages in excess of \$50,000.

Dated: December 19, 2019

/s/ SethYohalem

FILED DATE: 12/19/2019 2:37 PM 2019CH14672

FILED  
DOROTHY BROWN  
12/19/2019 2:37 PM  
COOK COUNTY, IL  
CIRCUIT CLERK  
2019CH14672

# EXHIBIT A

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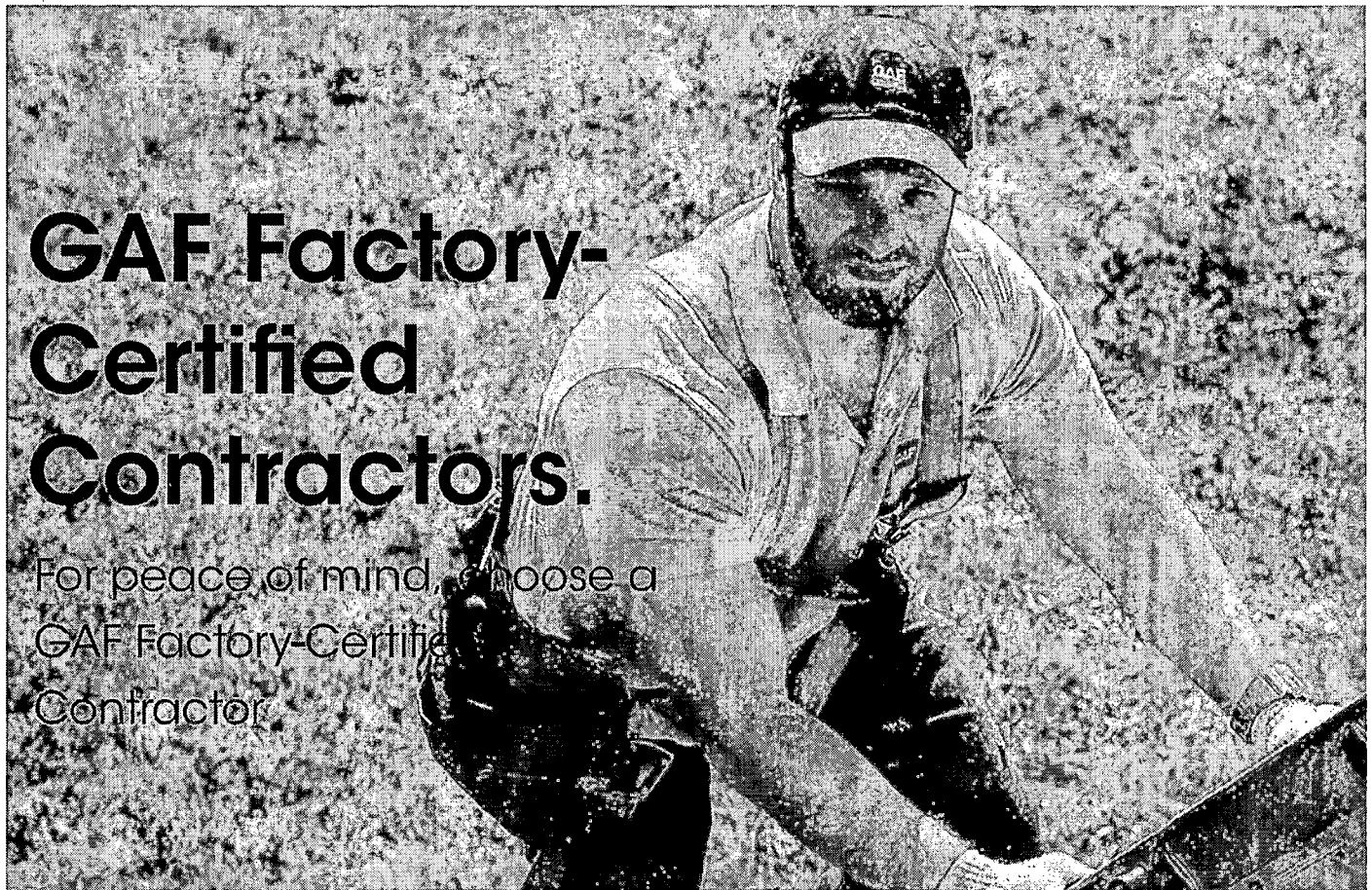
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12/18/2019

GAF | Factory-Certified Roofing Contractors

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#### ABOUT MASTER ELITE ®

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# What is Master Elite® Certification?

Master Elite® Certification is GAF's factory certification program that provides ongoing training to roofing contractors and assurance to you that the roof will be completed well and professionally. Only 2% of all roofing contractors have qualified as Master Elite®. Choosing a GAF Master Elite® contractor is your assurance that you'll be dealing with a quality, and dependable professional contractor.

## Hiring a GAF Certified Contractor

To become factory-certified as GAF Master Elite® Contractor, roofing contractor needs to show that they are:

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**01** Properly  
Licensed

**02** Adequately  
Insured  
Weather protection

**03** Have a  
Proven  
**Reputation**

Have a proven  
reputation

**04** Committed  
to Ongoing  
**Professional  
Training**

To ensure quality  
installation

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GAF | Factory-Certified Roofing Contractors

93% of property owners would recommend their GAF Master Elite® Contractor to others based on a survey of over 28,000 property owners in the U.S served by GAF factory-certified contractors.

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## **EXHIBIT B**

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Residential

Showing 1 - 12 of 196 results

## **GAF Master Elite® Roofing Contractors Serving Glenview, IL**

Because of stringent GAF standards, less than 2% of all roofing contractors have qualified as a Master Elite® Contractor! [Learn more \(L\)](#).

12/18/2019

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## AB Edward Enterprises Inc

(/en-us/roofing-contractors/residential/ab-edward-enterprises-inc-1005064)

★★★★★

(22)

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## Smart Roofing Inc

(/en-us/roofing-contractors/residential/smart-roofing-inc-1003847)

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## Revived Exteriors Inc

(/en-us/roofing-contractors/residential/revived-exteriors-inc-1113204)

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## Sargon Construction ...

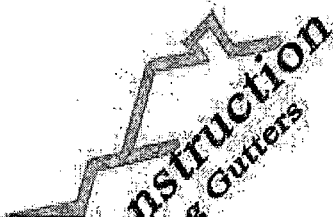
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## Relianz Restorations Co

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## Adams Roofing Professionals ...

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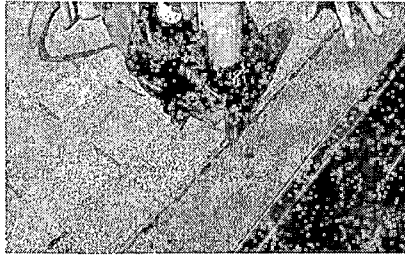
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## Top To Bottom Construction ...

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## Claim Consultants LLC

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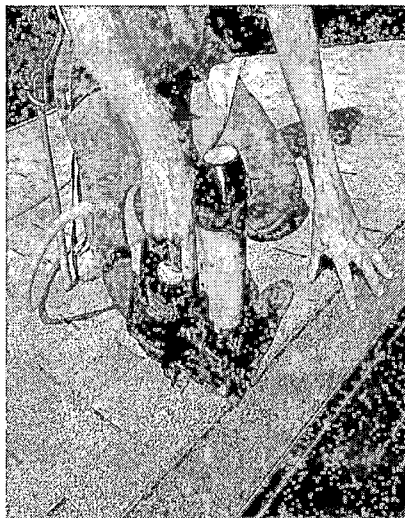
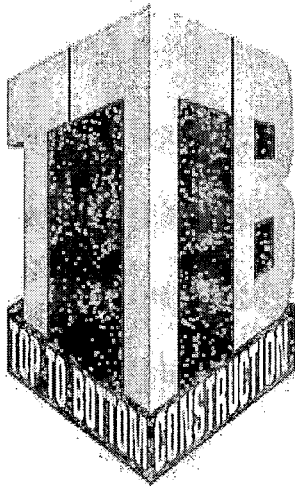
## Advanced Roofing Team ...

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## Alliance Roofing & ...

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## Custom Installations Inc

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## J&K Home Improvement &.

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## **EXHIBIT C**

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(web/20170530052327/http://www.gaf.com/)

Pro Installation (/web/20170530052327/http://www.gaf.com/roofing/contractors)

Get Easy

## For Peace Of Mind Choose A GAF Factory-Certified Master Elite® Roofing Contractor

To Search The US & Canada  
 Enter Your Zip/Postal Code

Enter Zip Search

☒ Residential ☐ Commercial

Scroll down to learn why GAF Master Elite® Contractors are Your Best & Safest Choice!

### GAF Roofing Contractors & Roofing Companies Are Factory-Certified

### Asking the Right Questions is the Key to Selecting the Right Roofing Contractor. . .

To become factory-certified as a GAF Master Elite® contractor, a roofing contractor needs to show that they are:

- Properly Licensed  
Licensed by their state (or province) to perform roofing work\*
- Adequately Insured  
for your protection
- Have a Proven Reputation  
for providing quality roofing services throughout the community
- Committed to Ongoing Professional Training  
to ensure quality installation

Because of GAF's stringent standards, *only 3% of all roofing contractors have qualified as Master Elite® contractors!*

Choosing a GAF Master Elite® contractor is your assurance that you'll be dealing with a quality, reputable, and dependable professional contractor — not some "fly-by-nighter."

\*Applies in states (or provinces) where licensing is available.



10/30/2019

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### Professional Installation

To ensure your total satisfaction, Master Elite® contractors have been provided with extensive educational materials developed by GAF's technical experts—allowing them to stay current in the latest roof installation techniques.

That's why GAF has authorized them to offer enhanced system warranties.



### Superior Protection

Most people think that a new roof is nothing more than just nailing up some shingles. Master Elite® roofing contractors know better — so they recommend GAF's Weather Stopper® 3-Part Roof Protection System.

It gives you the best protection against a variety of all-too-common roofing problems. Plus, each component used in the system has earned the prestigious Good Housekeeping Seal!



### "Worry-Free" And "Hassle-Free" Warranty Options

Because of their unique factory-certified status, the roofs Master Elite® contractors install are eligible for special warranties — all backed by GAF's financial clout as North America's largest roofing manufacturer.

After all, a warranty is only as good as the manufacturer that stands behind it. With a GAF roof, you know that you will be covered throughout the warranty period—without fail! Ask your Master Elite® roofing contractor which warranty option would be right for your home.



### Your Safest Choice

Don't trust your biggest asset to just any contractor. Factory-certified Master Elite® contractors are your best and safest choice!

## Browse Roofing Contractors & Roofing Companies By Region

### GAF Certified Roofing Companies Serving The United States

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10/30/2019

GAF | Factory-Certified Roofing Contractors

http://www.gaf.com/roofing/contractors Go APR MAY JUL  
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### GAF Certified Roofing Contractors Serving Canada

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|---|---|---|---|
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| ▪ YT Roofing<br>(/web/20170530052327/http://www.gaf.com/roofing/contractors/yt) |   |   |   |

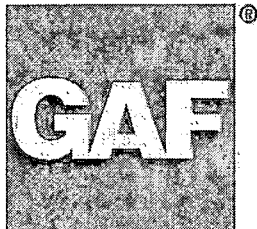
## **EXHIBIT D**

FILED DATE: 12/19/2019 2:37 PM 2019CH14672

FILED DATE: 12/19/2019 2:37 PM 2019CH14672

# Personalized “Take the Worry Out” Brochure Order Form

Updated: 6/2016



***Quality You Can Trust...From  
North America's Largest Roofing Manufacturer!™***



## Personalized “Take the Worry Out” Brochure Order Form

### What This Is

GAF is giving our Master Elite® Contractors the option of personalizing the “We’ve Taken The Worry Out” brochure for your company.

### How We Personalize The Brochure For You

The brochure itself is 8 1/2”x11”. We will add your logo to the front of the brochure. The back page will be reserved for more information about your company.

### Cost For Personalization

The cost to create the artwork for the personalized brochure is \$250, which essentially covers our cost for layout and administration. You will be given a print-quality PDF file that you can use to have the brochure printed locally. The \$250 charge can either be paid by credit card or you can use your available GAF Bucks.

### Step 1: Give us your information for shipping:

GAF Certification #: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

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**Step 2: Give us the information, logo, and picture to be printed on your brochure:**

The quality of your personalized brochure is directly related to the quality of the files you send us. All images should be in Illustrator or EPS format (vector art) for best results. Your logo will be on the front of the brochure. A picture of your fleet, your staff, or a job shot will be placed on the back.

Additional Info (exactly how you would like it to appear on your brochure):

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Company Phone Number: \_\_\_\_\_

Company Email: \_\_\_\_\_

Company Website: \_\_\_\_\_

**Step 3: \$250 one-time fee**

In developing the personalized brochure for your company, extensive time and work is required. There is a one-time \$250 non-refundable fee before we can begin work on your brochure.

*Choose Payment Method:*

☐ Use my available GAF Bucks (subject to verification) Amount: \_\_\_\_\_

☐ Charge my credit card (please choose one): ☐ Amex ☐ Visa ☐ MasterCard

Signature: \_\_\_\_\_

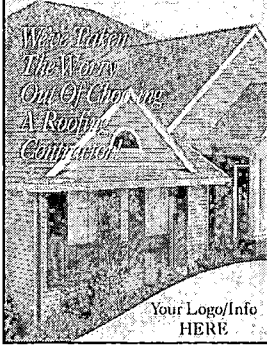
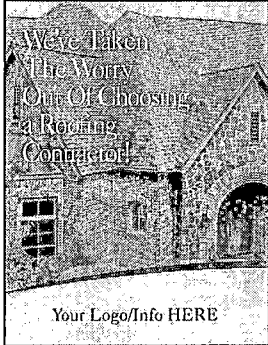
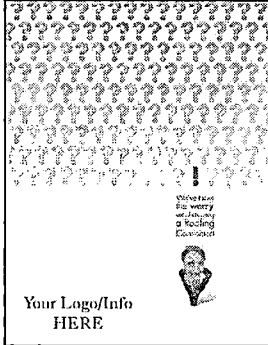
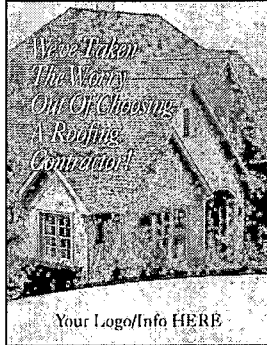
Credit Card Number: \_\_\_\_\_

Expiration Date (MM/YY): \_\_\_\_\_

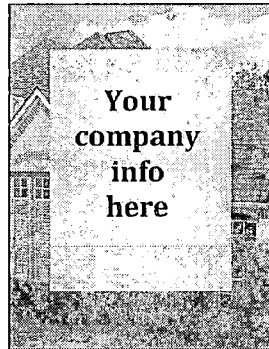


#### Step 4: Choose your cover

Choose from one of the four cover options below. Check the box to the left of the cover you would like.

<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
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The back of your brochure has been left open for your extra photo and company information.

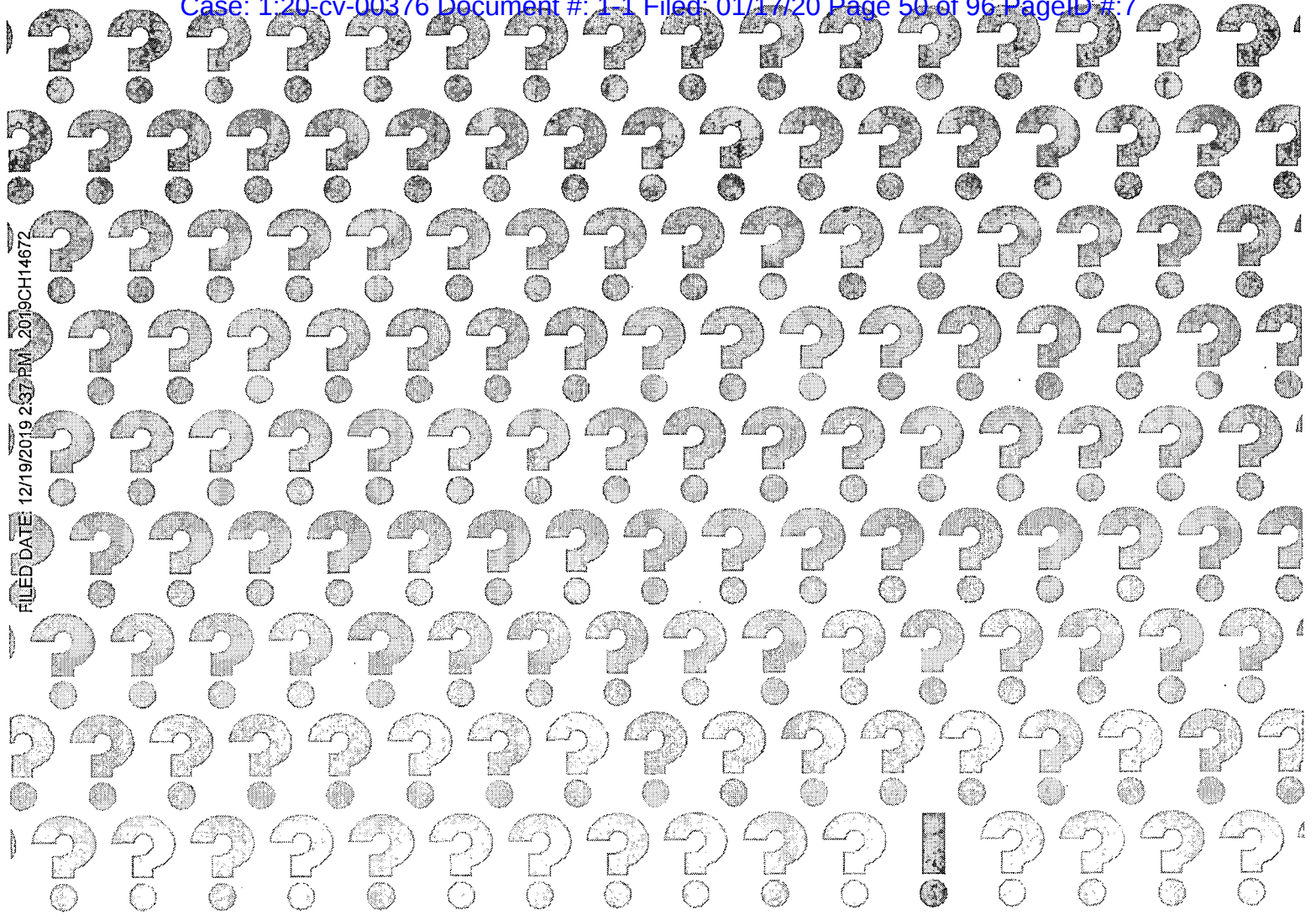


#### Step 6: Submit your order form

Email your order form (completely filled out – all field are required), your logo, and your company picture **all in one email** to [ccp@gaf.com](mailto:ccp@gaf.com). If you have any questions please call the Certified Contractor Program at 888-532-5767 Option 3.

Thank you!

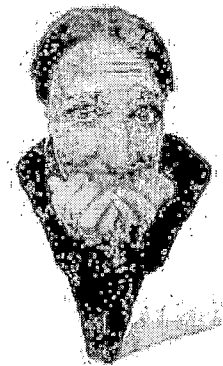
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We've Taken  
The **Worry**  
Out Of Choosing  
A Roofing  
Contractor!



Your Info  
**HERE**





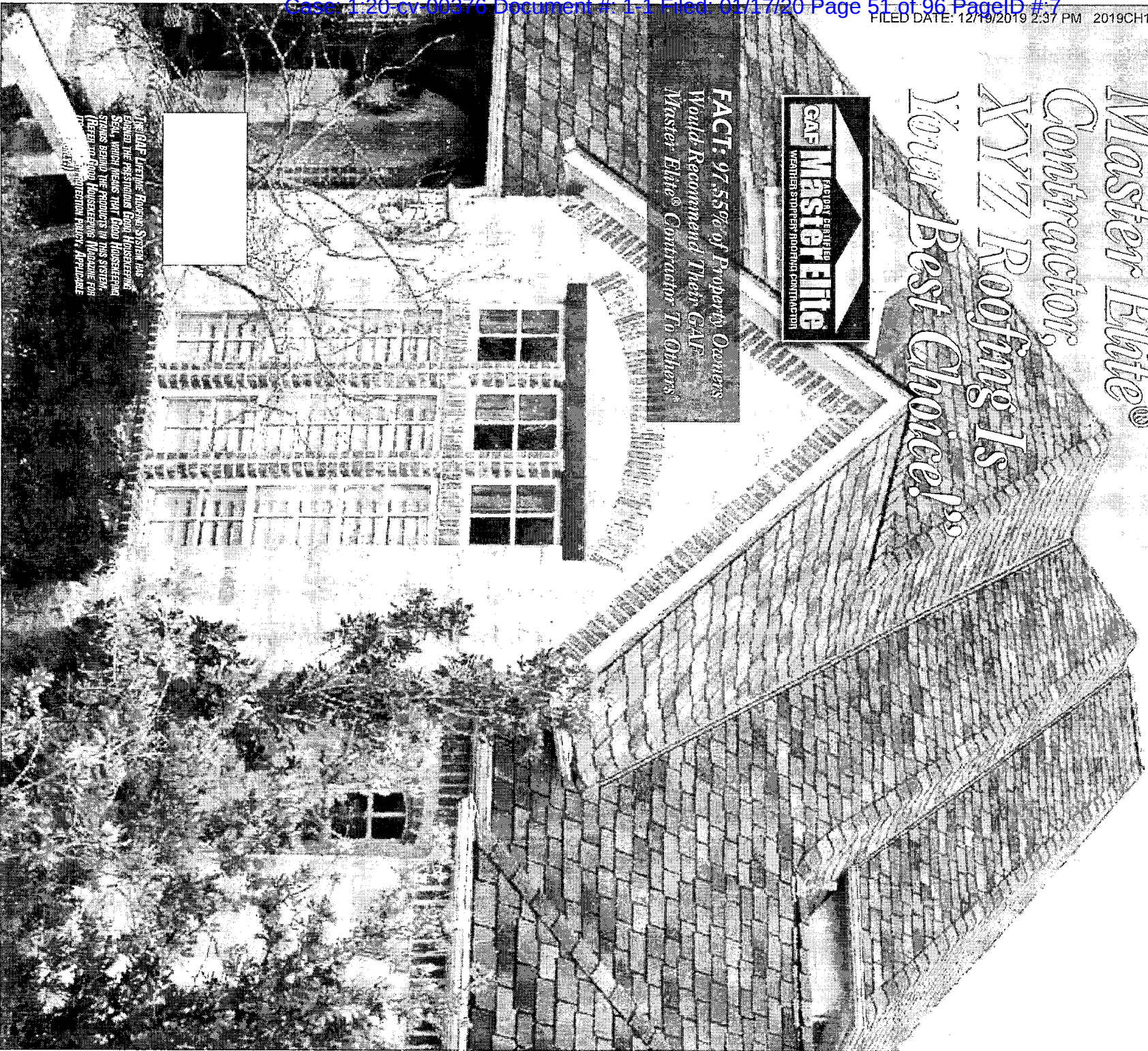
*"As A GAF  
Factory-Certified  
Master-Elite®  
Contractor,  
XYZ Roofing Is  
Your Best Choice!"*



**FACT: 97.55% of Property Owners  
Would Recommend Their GAF  
Master-Elite® Contractor To Others**



The GAF Lifetime Roofing System has  
earned the prestigious Roof HERS®  
Seal, which means that GAF HERS®  
STANDARDS BEHIND THE PRODUCTS IN THIS SYSTEM.  
HERS® is a Good Housekeeping® trademark for  
the protection of the public. APPLICABLE





FILED DATE: 12/19/2019 2:37 PM 2019CH14672

# Getting a new roof shouldn't be an exercise in pain and frustration!



*(Sadly, for many homeowners, it's exactly that)*

The biggest obstacle to a successful roofing project is choosing the right contractor to do the work. To help make your decision easier, we've joined an exclusive factory-certification program sponsored by GAF—North America's largest roofing manufacturer.

*Here is what that means for you...*

**A**sking the right questions is the key to selecting the right contractor. To become a factory-certified GAF Master Elite® Roofing Contractor, "XYZ Roofing Company" had to show that we are:

- Required to maintain insurance
- Licensed by our state/province/territory\*\*
- Trained to install GAF products
- Established in the local community with a history of installing roofs

Because of GAF's stringent standards, *less than 2% of roofing contractors have qualified as Master Elite® Contractors!* Choosing us is your assurance that you'll be dealing with a quality, reputable, and dependable professional contractor—not some "fly-by-nighter."

## Professional Installation

To ensure your total satisfaction, our company has been provided with extensive educational materials developed by GAF's technical experts—allowing us to stay current in the latest roof installation techniques. That's why GAF has authorized us to offer their enhanced system warranties!

## Excellent Protection

Most people think that a new roof is nothing more than just nailing up some shingles. We know better—so we recommend GAF's Lifetime Roofing System.† It gives you the best protection against a variety of all-too-common roofing problems, including Lifetime coverage against manufacturing defects.† Plus, each component used in the system has earned the prestigious Good Housekeeping Seal (U.S. only)!

## "Worry-Free" And "Hassle-Free" Warranty Options

Because of our unique factory-certified status, the roofs we install are eligible for special warranties—all backed by GAF's financial clout as North America's largest roofing manufacturer. After all, a warranty is only as good as the manufacturer that stands behind it. With a GAF roof, you know that you will be covered throughout the warranty period—without fail! Ask us which warranty option would be right for your home.

## Your Best Choice

Don't trust your biggest asset to just *any* contractor. As a factory-certified Master Elite® Contractor, "XYZ Roofing Company" is your best choice!

\*Based on a GAF survey of over 13,000 property owners served by GAF Master Elite® Contractors.

\*\*Applies in states/provinces/territories where all roofing contractors are required to be licensed.

†See GAF Shingle & Accessory Ltd. Warranty, the System Plus Limited Warranty, or the Golden Pledge® Limited Warranty, as applicable, for complete coverage and restrictions. The word "Lifetime" refers to the length of coverage provided by the GAF Shingle & Accessory Ltd. Warranty, the System Plus Limited Warranty, or the Golden Pledge® Limited Warranty, as applicable, and means as long as the original individual owner(s) of a single-family detached residence (or the second owner(s) in certain circumstances) owns the property where the shingles and accessories are installed. For owners/structures not meeting the above criteria, Lifetime coverage is not applicable. Lifetime Ltd. warranty on accessories requires the use of at least three qualifying GAF accessories and the use of Lifetime Shingles.





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# **XYZ** Roofing Company

XYZ Roofing  
123 Main Street  
Parsippany, NJ 07054  
555-555-1234  
**XYZRoofing.com**



Your Photo Here



## **EXHIBIT E**

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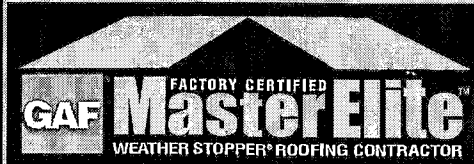
**GAF**

Working Harder  
To Build Your Business!

# ENROLLMENT BOOKLET

**2015**

FILED DATE: 12/19/2019 2:37 PM - 2019CH14672



Company: \_\_\_\_\_

GAF TM: \_\_\_\_\_

☐ New Enrollment

☐ Renewal, Certification #: ME \_\_\_\_\_

FILED DATE: 12/19/2019 2:37 PM 2019CH14672

**Step 1 Fill Out Application****Company Information...**

Please fill out the information below.

Company Name		Key Contact	
DBA		Title	
Street Address		City	
State		Zip Code	
Phone		Fax	
Mailing address, if different from street address (i.e. Post Office Box, etc.):			
E-mail address:			
Years in business		State where Company is registered	
Key Personnel		Title	
1.			
2.			
3.			

**Choose Enrollment Kit Type...**

Many of the program materials are available in English and Spanish. Please indicate which type of materials that you would like to receive in your Introductory Kit.

<input type="checkbox"/> English and Spanish Materials	<input type="checkbox"/> English Materials Only
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**Company Profile...**Has your company changed ownership in the last three years? ☐ No ☐ YesHave any owners or officers started or been involved in bankruptcy proceedings? ☐ No ☐ YesAre there currently any liens or suits pending against your firm? ☐ No ☐ YesHave any business-related checks been returned for insufficient funds within the past year? ☐ No ☐ YesHas your firm ever failed to complete a construction contract? ☐ No ☐ Yes*Note: If "yes" to any of the above, please attach a statement describing circumstances*Are you currently in good standing with your local Better Business Bureau? ☐ No ☐ YesAre you currently in good standing with your local State Consumer Affairs? ☐ No ☐ YesDo you have all required licenses to install roofs in your geographic area? (include copy) ☐ No ☐ YesDo you have current worker's compensation and liability insurance as required in the Program Participation Agreement (see Section 5(j))? (include copies) ☐ No ☐ Yes*Note: If "no" to any of the above, please attach a statement describing circumstances***State Sales Tax Identification Number...**

The following states require a sales tax I.D. number: Connecticut, Iowa, Michigan, New Jersey, New York, Texas, and West Virginia. If you operate in one of these states, please include your sales tax identification number below:

Sales Tax Identification Number: \_\_\_\_\_

**Bank Reference...**

Bank Name		Contact	
Address		City, State	
Phone		Zip Code	

**Distributor Reference...**

Distributor Name		Branch Manager	
Address		City, State	
Phone		Zip Code	



**Step 2 Review Requirements and Initial with GAF Territory Manager\***

Program Requirements	Criteria	Meets or Exceeds
Minimum Years in Business	7**	<input type="checkbox"/>
Proper Licenses (please include current copy)	Yes	<input type="checkbox"/>
Appropriate Insurance*** (please include current copies) ✓ General Liability Insurance (\$1MM) ✓ Workers Compensation Insurance	Yes	<input type="checkbox"/>
Good Credit Rating	Yes	<input type="checkbox"/>
Satisfactory Rating with Better Business Bureau	Yes	<input type="checkbox"/>
Satisfactory Rating with State Consumer Affairs	Yes	<input type="checkbox"/>
Current With Primary Distributor	Yes	<input type="checkbox"/>
No Significant Undisclosed Workmanship Judgments Against Firm	Yes	<input type="checkbox"/>

\*\* Or minimum 1 year as a Certified™ Weather Stopper Contractor.

\*\*\* Please see Section 5(j) of the Program Participation Agreement for insurance requirements.

Annual Performance Requirements	Details	Commits to Meet or Exceed
In-Home Presentation	<ul style="list-style-type: none"> <li>Primarily utilize an in-home presentation to educate the property owner</li> </ul>	<input type="checkbox"/>
CARE Training	<ul style="list-style-type: none"> <li>At least three employees must pass the Steep Slope Pro Field Guide test annually for every \$1,000,000 of sales generated</li> <li>Plus two additional employees or employees of subcontractors must pass test for each \$1MM in sales generated.</li> <li>Each of these people must achieve 4 CEU per year.</li> </ul>	<input type="checkbox"/>
Workmanship Coverage	<ul style="list-style-type: none"> <li>Provide two years of workmanship defect coverage from date of registration for all installations with the following enhanced warranties: Weather Stopper® System Plus Ltd Warranty or Weather Stopper® Golden Pledge® Ltd Warranty</li> <li>GAF tested foreman must be responsible for all Enhanced Warranty jobs</li> </ul>	<input type="checkbox"/>
Warranty Registration	<ul style="list-style-type: none"> <li>Must register Enhanced Warranties within 30 days of installation</li> </ul>	<input type="checkbox"/>
Warranty Purchase Commitment	<ul style="list-style-type: none"> <li>Purchase and register a total of 12 points of Enhanced Warranties within first six months</li> <li>Purchase and register at least 120 points of Enhanced Warranties for each enrollment year</li> <li>Weather Stopper® System Plus Ltd Warranty equals 2 points</li> <li>Weather Stopper® Golden Pledge® Ltd Warranty equals 12 points</li> </ul>	<input type="checkbox"/>
Minimum Inspection Rating	<ul style="list-style-type: none"> <li>Must maintain an average inspection rating of 8.5 or higher for all Weather Stopper® Golden Pledge® Ltd. Warranty inspections</li> </ul>	<input type="checkbox"/>
Minimum Number of Inspected Installations	<ul style="list-style-type: none"> <li>Must complete a minimum of five Golden Pledge® Ltd Warranty installations with an average inspection score of 8.5 or better</li> </ul>	<input type="checkbox"/>
Loyalty Commitment	<ul style="list-style-type: none"> <li>75% of discretionary asphalt shingle systems sales must be GAF</li> </ul>	<input type="checkbox"/>
Property Owner Satisfaction Survey Rating (Market Pulse Survey)	<ul style="list-style-type: none"> <li>Must maintain 90% or better customer satisfaction rating in past 3 years and on an ongoing basis (minimum of 500 squares annually)</li> </ul>	<input type="checkbox"/>

Golden Pledge Requirements	Details	Commits to Meet or Exceed
Punchlist Completion	<ul style="list-style-type: none"> <li>All Weather Stopper® Golden Pledge® Ltd. Warranty punchlist items must be completed within 30 days of notification</li> </ul>	<input type="checkbox"/>
Punchlist Photos	<ul style="list-style-type: none"> <li>Must be submitted along with punchlist completion form if inspection rating is below 7.0</li> </ul>	<input type="checkbox"/>
Projects More Than 250 Squares	<ul style="list-style-type: none"> <li>Project must be pre-inspected</li> <li>Warranty will not be issued unless project passes GAF's final inspection</li> </ul>	<input type="checkbox"/>

\*Refer to Master Elite™ Weather Stopper® Roofing Contractor Program Participation Agreement for complete requirements

**Authorization/Certification**

**Contractor:** To the best of my knowledge, all of the information in this application is true. I agree to meet or exceed all of the requirements above. I give GAF permission to utilize the references I have provided to be used in evaluation of my application with this GAF program. I authorize my distributor and bank references to provide credit information to GAF. **GAF Representative:** I verify to the best of my ability that the information provided on this form is accurate and truthful. I also confirm to the best of my ability that this contractor has met or will meet all the criteria detailed in this application.

Contractor Signature \_\_\_\_\_

GAF Representative Signature \_\_\_\_\_

**Step 3****MASTER ELITE™ ROOFING CONTRACTOR****PROGRAM PARTICIPATION AGREEMENT**

This agreement (this "Agreement") is made \_\_\_\_\_, 20\_\_ (the "**Starting Date**"), between Building Materials Corporation of America d/b/a GAF, a Delaware corporation ("**GAF**"), and \_\_\_\_\_, a company organized under the laws of the State of \_\_\_\_\_, whose address is \_\_\_\_\_ ("**you**").

**BACKGROUND**

GAF is North America's largest manufacturer of roofing products. You (or your current owners, directors or officers, if "you" are a business entity) are an experienced roofing contractor with at least seven years of roofing experience. Because of your experience and commitment to superior workmanship and customer satisfaction, and your meeting additional criteria, you are eligible to offer GAF Enhanced Warranties (as defined in Paragraph 4h) to your customers within the Designated Territory (as defined in Paragraph 13) in connection with your sale and installation of GAF roofing products that you purchase from authorized independent distributors and others. You desire to include the Enhanced Warranties in your customer product offerings and to become a participating member of the GAF Master Elite™ Roofing Contractor Program (the "**Program**"), as described below. You acknowledge and agree that participation in the Program is in connection with your long-standing established business, which has included the sale of GAF roofing products which carry with them certain GAF customer warranties, under your current business name and practices, and you are not entering into a new business. You also acknowledge and agree that (i) you and GAF anticipate that the incremental revenue you may receive from the sale of Enhanced Warranties are likely to represent less than 20% of your revenue and (ii) you have not relied on any promise, warranty or guaranty, as to the potential volume, profits, or success of your business or your sale of Enhanced Warranties, as a result of your membership in the Program.

**AGREEMENT**

For valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Background is Part of Agreement. The BACKGROUND section at the beginning of this Agreement contains contractual terms that are not mere recitals and is incorporated into this Agreement as if fully set forth herein.
2. Master Elite™ Roofing Contractor Program Membership. GAF hereby grants you membership in the Program, with all the rights, privileges and obligations of a participating member in the Program, as more fully described below, and subject to all the terms and conditions set forth in this Agreement.
3. Term. The initial term shall be one year from the Starting Date (the "**Initial Term**"), subject to earlier termination as provided in Paragraph 10 below. The term shall be renewed for successive additional periods of one year only upon mutual written agreement of the parties.
4. Commitments of GAF. GAF will provide, or offer to provide you the following services or materials that are designed to enhance your business.
  - a. Leads. Access to leads generated through advertising and marketing materials available from GAF, including, at your option, a hyperlink to your web page from GAF's web page and inclusion in GAF's Internet locator to identify you as a Master Elite™ Roofing Contractor when a potential customer types in a zip code in your Designated Territory.

- b. Sales Tools. Tools and services, at GAF's cost (or less), that reinforce trust, help close sales, help reduce costs and increase capabilities ("**Sales Tools**").
- c. Group Purchasing. Help you gain access to group buying programs for among other things, insurance and vehicle leasing, although GAF cannot guaranty that such buying programs will be available or advantageous to you and GAF does not make any representations or warranties with respect to any vendor or such vendor's products and/or services.
- d. Installation and Safety Manuals and Examinations. Provide installation and safety training manuals and administer crew supervisor/foreman Installation and Safety Examination.
- e. Marketing Tools. Special marketing materials, offered to you at GAF's out-of-pocket cost (or less), including customized Master Elite™ pitch books and DVDs ("**Marketing Tools**").
- f. Advisory. General assistance and field support made available by GAF in its discretion to help you in the ongoing operation, advertising and promotion of the Program.
- g. Additional Services. At your request, and at GAF's cost (or less), GAF will be reasonably available to provide on-site installation/safety training (which may include such topics as proper installation techniques and safety at the worksite), selling skills training (which may include topics such as generating leads, selling the Weather Stopper® 3-Part Roof Protection System and closing the sale) and general business management training (which may include such topics as the management and motivation of personnel).
- h. Enhanced Warranty Products. Subject to the terms and conditions of this Agreement, GAF authorizes you to offer to your customers, in only your Designated Territory, certain enhanced product warranties covering GAF roofing systems, which currently include the Weather Stopper® Golden Pledge® Ltd. Warranty, the Weather Stopper® System Plus Ltd. Warranty, and the All-American Pledge™ Guarantee (which because of the workmanship levels required of the contractors for GAF to extend these warranties to customers, may only be offered by members of the Program and in some cases certain other authorized parties) (the "**Enhanced Warranties**").
- i. Optional Services. If GAF offers other tools, programs and services, GAF may charge its costs for such other services to you. Your use of or participation in these activities will be optional and at your sole election.

5. Commitments of Contractor.

- a. Operating Principles. You shall: (i) at all times be, and shall perform all work as a contractor, in compliance with all applicable laws and regulations, (ii) uphold operating principles designed to enhance trust and achieve property owner satisfaction, including a commitment to quality installation and professional business management practices (such practices to include, without limitation, operating in compliance with all applicable tax, corporate governance, employment, and business operations laws or regulations; maintaining a diligent process to screen, hire and evaluate employees or potential employees, including, where practicable, using background checks; and abstaining from deceptive or unfair trade practices), (iii) maintain all necessary or applicable licenses, insurances and permits, (iv) maintain a good credit history, and (v) maintain good standing with your local Better Business Bureau and your state's Consumer Affairs Office. You shall not use any subcontractor unless such subcontractor can comply with the foregoing terms of this Paragraph 5a and the other terms set forth herein which refer to subcontractors.

b. Workmanship Defect Coverage.

i. For all installations on which you have registered a Weather Stopper® System Plus Ltd. Warranty or Weather Stopper® Golden Pledge® Ltd. Warranty, you shall at your cost make all repairs if there is an application error in any installations of GAF products, which is discovered or discoverable within the first two years from the date of registration of each Enhanced Warranty, identified by GAF as deviating from GAF's requirements, regardless of whether your customer has made a claim with respect to such items ("**Punchlist Items**"). In addition, regardless of whether GAF conducts an inspection, you must perform repairs without charge with respect to any GAF products you install if required as a result of any misapplications of such GAF products which are discovered or discoverable during the aforementioned period and are the subject of a claim made by your customer.

ii. You shall complete any Punchlist Items in accordance with GAF's requirements no later than thirty (30) days after notification from GAF and provide photographs if required by GAF. If Enhanced Warranty Punchlist Item repairs are required because of leaking you shall complete those repairs in accordance with GAF's requirements no later than 10 days after notification from GAF. If you need to make an emergency repair to a roofing system which is not performing, you must (a) stop the leak (GAF will reimburse you without prior approval up to \$100) and (b) call GAF to develop an action plan. If there is a Weather Stopper® 3-Part Roof Protection System not performing and it is not an emergency, you are required to call GAF's Certified Contractor Hotline to develop an action plan.

c. Enhanced Warranties: GAF Bucks.

i. General. During the term of this Agreement, including any renewal term, you will promote the sale of Enhanced Warranties to your customers in connection with your installation of GAF roofing products in your Designated Territory. GAF will periodically monitor your promotion and sale of Enhanced Warranties and may contact you to discuss your progress in meeting the 12 Month Point Threshold (as defined below), especially during the Initial Term. To offer Enhanced Warranties at any time, you must provide GAF's representatives safe access to the roof that will be covered by the Enhance Warranty and allow for interim inspection during the installation (and, in some cases, pre-inspection).

ii. Warranty Purchases During Each 12 Month Term. During the Initial Term and thereafter for each successive 12 month renewal period mutually agreed to by the parties in accordance with Paragraph 3, you are expected to purchase and register with GAF either (i) a quantity of Enhanced Warranties totaling at least 120 points or such other amount as determined for your Designated Territory by GAF in its sole discretion on at least 350 squares of residential roofing projects or (ii) if 80% or more of your annual revenue is derived from commercial low-slope roofing projects, Weather Stopper® Golden Pledge® Ltd. Warranties on at least 500 squares of roofing projects (the "**12 Month Point Threshold**"). With respect to clause (i) of the preceding sentence, each Weather Stopper® Golden Pledge® Ltd. Warranty counts as 12 points, each Weather Stopper® System Plus Ltd. Warranty counts as 2 points and you may achieve the 12 Month Point Threshold by sales of Weather Stopper® Golden Pledge® Ltd. Warranties and sales of Weather Stopper® System Plus Ltd. Warranties in any combination. You will pay the bona fide wholesale price for the Enhanced Warranties in effect at the time of purchase. GAF's election to renew this Agreement in accordance with Paragraph 3 may be affected by your failure to achieve the 12 Month Point Threshold; provided, however, that, with respect to your first failure to meet the 12 Month Point Threshold, GAF will consider any facts presented by you which demonstrate that the failure was not due to lack of effort on your part, including by showing that you have systematically and effectively been using Sales Tools and Marketing Tools. Your purchase of \$4,950 worth of GAF Bucks (as defined in Exhibit A), or a smaller amount of GAF Bucks in the same proportion to \$4,950 as the proportion of the point shortfall compared to the 12 Month Point Threshold ("**Shortfall Bucks**") (for example, if you achieved only 60 points of Enhanced Warranties, you could purchase 60/120, or ½ of \$4,950 worth of GAF Bucks, or \$2,475 worth of GAF Bucks), during the prior 12 month period and/or in the month following the close of a 12 month period would be considered in determining your level of effort to achieve

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the 12 Month Point Threshold in effect for the Initial Term (and only for the Initial Term and not for succeeding renewal periods) through the use of Sales Tools and Marketing Tools; provided that, to the extent that GAF elects not to renew this Agreement in accordance with paragraph 3, GAF will refund to you any unused GAF Bucks purchased by you in the twelve months prior to the effective date of such termination.

iii. GAF Bucks. You will earn GAF Bucks as described in the GAF Bucks Program Terms and Conditions (the "GAF Bucks Program T&C") and attached hereto as Exhibit A. GAF Bucks can be used to purchase Sales Tools, Marketing Tools and other items, subject to availability. The GAF Bucks Program T&C currently in effect are set forth at www.ccz.gaf.com. GAF reserves the right to modify the GAF Bucks Program T&C from time to time at its sole discretion.

iv. Payments Non-refundable. Payments for Enhanced Warranties are non-refundable, except where GAF terminates this Agreement for convenience or GAF determines to modify this Agreement to improve the Program, in which case, if you choose not to accept these modifications, you may terminate this Agreement and you may receive a refund equal to the amount of the purchase price paid for unused pre-paid Enhanced Warranties.

v. Taxes. You hereby acknowledge that any Enhanced Warranties you purchase from GAF are with the intent to resell such Enhanced Warranties to your customers and you shall provide GAF with all applicable resale certificates required by any state or local governmental body or agency. Further, you acknowledge that GAF will not collect, and will have no liability for collecting, any sales, use or other related tax, if applicable, from you in connection with the sale of any Enhanced Warranty. You agree to collect any sales, use or other related tax, if applicable, from your customers in connection with the resale of any Enhanced Warranty.

d. Warranty Administration. You must register with GAF all Enhanced Warranties you sell to customers no later than 30 days after installation. On Weather Stopper® Golden Pledge® Ltd. Warranty projects greater than 250 squares, GAF will not issue the warranty until any and all punchlist items are corrected and without a pre-inspection if GAF so requires. GAF reserves the right not to issue any Enhanced Warranty (i) that is not registered within 30 days after installation, (ii) for which GAF has not received the full Enhanced Warranty fee, or (iii) that does not meet the appropriate warranty eligibility requirements. If a property owner seeks a resolution directly from GAF, GAF reserves the right to seek indemnification from you pursuant to Paragraph 8d.

e. Training. You shall have a minimum of three employees per contract year pass the Steep Slope Pro Field Guide test. For each increment of \$1,000,000 of revenues generated by you in excess of \$1,000,000 (up to a maximum of \$5,000,000) in the calendar year immediately preceding the commencement of the relevant contract year, two additional employees or employees of subcontractors on your shingle installation crew shall also pass such test. Each of these persons must achieve four Continuing Education Units per year. All Enhanced Warranty installation projects must be supervised by a foreman who has passed the GAF Steep Slope Pro Field Guide test.

f. Inspection/Workmanship. You shall coordinate with GAF to allow GAF to inspect at least five of your installations during each contract year during the term of this Agreement, with at least two installations inspected every six months. You must achieve an average inspection score of at least 8.5 on each GAF inspection. If your inspection score on any Weather Stopper® Golden Pledge® Ltd. Warranty installation is below 7.0, you must submit photos of the installation with the punchlist completion form. You must maintain a customer satisfaction survey through our Market Pulse Survey rating of 90% or higher for the most recent three-year period. The survey size must represent the installation of a minimum of 500 squares annually.

g. Use of GAF Products. You agree that in each contract year of this Agreement, not less than 75% of the amount paid for all of your purchases of roofing products shall be for GAF roofing products you purchase from authorized independent distributors and other third parties (excluding purchases where an architect, specifier or builder requires that you use a product manufactured by someone other than GAF).

h. Advertising. GAF does not require that you advertise or that you contribute to any advertising programs. If you choose to advertise your business, you may use your own materials to do so. If you include the GAF Marks (as defined in Paragraph 7), in your advertising, you must follow GAF's guidelines for use of the GAF Marks contained in GAF's Tools for Success Guide (the "**Tool Kit**") or otherwise provided to you in writing, and you must immediately discontinue any advertisement if GAF directs you to do so. If you advertise using materials GAF provides which display the GAF Marks, you may not alter the material without GAF's prior written approval, except as described in the Tool Kit.

i. Non-Disparagement. During the term of this Agreement and after its expiration or termination for any reason, you will not make any false, misleading or disparaging statements about GAF or any of its competitors to any customers or consumers of GAF's products or potential customers or consumers of GAF's products, GAF's vendors or potential vendors or the media.

j. Late Payments. Amounts you owe with respect to any products or services you purchase from GAF or its affiliates which are not paid within ten days of the date payment was due will bear interest from the date due, until paid, at the rate of 18% per annum or the highest rate permitted by applicable state law, whichever is less. Interest will be calculated on a daily basis.

k. Insurance.

i. You, at your sole cost and expense, shall procure and maintain in full force and effect during the initial term and any renewal term of this Agreement and for longer if specified below, the following types of insurance and in the amounts indicated:

- (1) Commercial General Liability Insurance: written on an occurrence basis, including coverage for premises liability, contractual liability and completed operations liability, for bodily injury and property damage, with limits of at least \$1,000,000 per occurrence. Completed operations coverage shall be kept in force for at least one (1) year from the date of installation.
- (2) Worker's Compensation: statutory worker's compensation benefits or local equivalent covering you and all your employees (including principals), representatives and agents.

ii. All insurance required to be maintained under this Agreement and any amendments thereto shall be written with reputable insurers and such insurers shall endeavor to provide GAF with thirty (30) days written notice of cancellation, termination or adverse material change in such insurance.

iii. No less than five (5) business days prior to the effective date of this Agreement, you shall furnish GAF's representative with original certificates of insurance evidencing the above insurances. The certificates of insurance shall show GAF as a "certificate holder". No later than the renewal date of any insurance policies required by this Agreement, you shall supply GAF with new, original certificates of insurance in compliance with the terms of this Agreement.

iv. You shall not permit any subcontractor to perform the work or services, or any portion thereof, unless such subcontractor is and remains insured in accordance with the above requirements. You shall indemnify, defend and hold harmless GAF from and against the failure of any such subcontractor to be so insured. Prior to allowing any subcontractor onto the jobsite, you shall obtain from the subcontractor an original certificate of insurance evidencing all of the above insurance requirements. No later than the renewal date of any insurance policies required of a subcontractor by this Agreement, you shall obtain from such subcontractor new, original certificates of insurance evidencing such subcontractor's renewed insurance policies as required by the terms of this Agreement.

v. You agree that you and each of your employees (including principals), representatives, agents and subcontractors shall comply with all applicable Worker's Compensation (or local equivalent) laws and you shall, from time to time, at the request of GAF, furnish evidence satisfactory to GAF that all payments to be made by you and your employees (including principals), representatives, agents and subcontractors required by such laws have been and are being made.

vi. GAF shall not be liable for, nor have any obligation to insure against, any loss or damage to machinery, tools or any other non-expendable items or personal property owned or rented by you, your subcontractors and/or their employees, representatives or agents and GAF shall not be liable for any loss or damage thereto.

1. True and Correct Information. You represent, warrant and covenant that all information provided to GAF, either in your application for membership in the Program or otherwise, shall remain true and correct and, in the event any such information changes, you shall promptly notify GAF.

6. Confidentiality. During the term of this Agreement and after its expiration or termination, you shall keep confidential the confidential and proprietary information of GAF, including the contents of this Agreement, the Tool Kit and other details of the Program (other than details that are publicly available), and any other information about GAF's operations, marketing plans, and products, obtained as a result of your participation in the Program. Any such confidential information shall be used only for your operation of your business that is participating in the Program under this Agreement, and you shall divulge such confidential information and material only to your employees, subcontractors or agents (collectively, "**Representatives**") who need to know such information so that you may comply with the Program, provided that you shall be liable for any unauthorized disclosure by any of your Representatives.

7. Trademarks. GAF grants you a limited, non-exclusive, non-transferable license to use the name "GAF" and certain other trademarks, service marks, logos and slogans owned or licensed by GAF (the "**GAF Marks**") in connection with identifying yourself as a GAF Master Elite™ Roofing Contractor in your Designated Territory and selling any GAF products in connection therewith, so long as such use is in full compliance with the provisions of this Agreement and in accordance with the rules prescribed from time to time by GAF in the Tool Kit or elsewhere. You shall limit your use of all GAF Marks to such uses specifically authorized in the Tool Kit and you shall conduct your business in a manner that reflects favorably at all times on GAF, the Program and the GAF Marks. You shall at no time engage in deceptive, misleading or unethical practices or conduct or perform any other act that may have a negative impact on the reputation or goodwill of GAF, the GAF Marks or any other member of the Program. In the event of any infringement of, or challenge to, your use of any name, mark or symbol GAF licenses to you, you must immediately notify GAF, and GAF will have sole discretion to take any action deemed appropriate in order to preserve and protect the ownership, identity and validity of the GAF Marks, and if any administrative proceeding or litigation takes place concerning the GAF Marks, GAF will control that action. GAF is not required under this Agreement to protect your right to use the GAF Marks or to protect you against claims of infringement or unfair competition arising out of your use of the GAF Marks. If it becomes advisable at any time in the sole discretion of GAF to modify or discontinue the use of any name or mark and/or use one or more additional or substitute names or marks, you will be responsible for the tangible costs (such as replacing signs and materials). GAF is not required to participate in your defense or indemnify you for any expenses or damages if you are a party to a proceeding involving one or more GAF Marks, regardless of the outcome of that proceeding. You may not contest, directly or indirectly, GAF's ownership, title, right or interest in the GAF Marks, or the trade secrets, methods, procedures and advertising techniques which are part of the Program, or oppose, petition to cancel, challenge, or contest GAF's right to register, maintain, use or license others to use the GAF Marks, trade secrets, methods, procedures or techniques.

8. Independent Contractor.

a. Independent Contractor. The parties understand and agree that this Agreement does not create a fiduciary relationship between them, that you are and shall be an independent contractor, and that nothing in this Agreement is intended to make either party an agent, legal representative, subsidiary, joint venturer, partner, employee or servant of the other for any purpose whatsoever. This Agreement is not a franchise agreement and does not create a franchisor-franchisee relationship.

b. Notice of License to Public. During the term of this Agreement and any extensions hereof, you shall hold yourself out to the public as an independent contractor, unaffiliated with GAF other than as a member of the GAF Master Elite™ Roofing Contractor Program, and you shall not identify yourself as an employee or agent of GAF.

c. Your Employees. You will be solely responsible for all employment decisions and functions, including hiring, firing, discipline, supervision, setting terms of employment and compensation and implementing a training program for employees of your business. You will never represent or imply to prospective employees and employees that they will be or are employed by GAF or any affiliate of GAF. GAF shall not control or have access to your funds or the expenditure thereof, or in any other way exercise dominion or control over your business or employees.

d. No Agency; Indemnification. The parties understand and agree that nothing in this Agreement authorizes you to make any contract, agreement, warranty or representation on GAF's behalf, to bind GAF, or to incur any debt or other obligation in GAF's name, and that GAF shall in no event assume liability for or be deemed liable hereunder as a result of any such action or by reason of any act or omission of yours in your conduct of your business or any claim or judgment arising therefrom against GAF. You shall defend, indemnify and hold harmless GAF, its affiliates, and their respective directors, officers and employees, against any and all claims and damages (including reasonable attorneys' fees) arising directly or indirectly from or as a result of your operations or conduct.

9. Assignment. GAF may sell, assign or otherwise transfer all or any part of its rights or obligations under this Agreement to any other person or legal entity, including a competitor, provided the assignee assumes all of GAF's assigned obligations. The rights, privileges and obligations of membership in the Program are granted only to you as the contractor under this Agreement and are not assignable or transferable in any manner, to any other person or entity, without the prior express written consent of GAF, which may be given or withheld in GAF's sole discretion. GAF may require as a condition to any transfer that the new contractor qualifies and signs the current form of this Agreement and agrees to attend any training GAF requires, you sign a general release in favor of GAF and its affiliates, all of your outstanding accounts are paid, and other criteria determined by GAF in its sole discretion.

# 10. Default and Termination.

a. Default with No Opportunity to Cure. GAF may, at its option, terminate this Agreement and all rights granted hereunder, without affording you any opportunity to cure the default, effective immediately upon your receipt of GAF's written notice terminating this Agreement if any of the following events occur: (i) if you become legally insolvent or make a general assignment for the benefit of creditors, or if a petition in bankruptcy is filed by you or such a petition is filed against and consented to by you, or if you are adjudicated bankrupt, or if a bill in equity or other proceeding for the appointment of a receiver for you or other custodian for your business or assets is filed and consented to by you; (ii) if you or any person with direct or indirect control over your management or policies engages in deceptive, misleading or unethical practices, is charged with or convicted of any crime or offense that GAF believes is likely to have an adverse effect on the Program, the GAF Marks, the goodwill associated therewith, or GAF's interest therein, or engages in behavior that, in the sole judgment of GAF, is in violation of your obligation to uphold the operating principles set forth in Paragraph 5a; (iii) if you attempt to transfer control of your business or any rights or obligations under this Agreement without GAF's prior written consent; (iv) if you fail to comply with any covenant not to compete contained in Paragraph 12; (v) if you receive three written notices of default hereunder during a 12-month period, whether or not such defaults are cured after notice; (vi) if you have made any material misrepresentation or omission in your application for membership in the Program; or (vii) if you do not comply with your warranty service and inspection score requirements in Paragraphs 5b and 5f.

b. Default with Opportunity to Cure. You shall have 10 days after receipt of written notice from GAF of a default in a payment obligation to GAF to cure such default. Other than a payment default or a default listed in Paragraph 10a, you shall have 20 days after receipt of written notice to cure a default hereunder and provide evidence thereof to GAF which is satisfactory to GAF. If any such default is not cured within the time specified, at GAF's



option this Agreement shall terminate without further notice to you, effective immediately upon the expiration of the applicable cure period.

c. Contractor Termination. You may terminate this Agreement at any time after the first anniversary of the Starting Date, provided that you shall give GAF at least 30 days' prior written notice of any such termination.

d. GAF Termination for Convenience. GAF may terminate this Agreement at any time upon at least 30 days' prior written notice.

11. Obligations upon Termination.

a. Obligations. Upon termination for any reason, expiration or a permitted transfer of this Agreement, all rights granted hereunder to you shall immediately terminate. You must permanently cease use of any GAF Marks and the Tool Kit and return the Tool Kit and return, at GAF's request, any other materials GAF provided to you, unless otherwise licensed to you under another program, and pay any and all amounts due to GAF and its affiliates. You must cease holding yourself out as a GAF Master Elite™ Roofing Contractor, completely de-identify with the Program, and comply with the non-competition, confidentiality and other provisions of this Agreement which expressly or by implication are intended to survive the termination or expiration of this Agreement. Notwithstanding termination for any reason, expiration or a permitted transfer of this Agreement, you must continue to make repairs described in Paragraph 5b.

b. Warranty Registration After Termination. Whether this Agreement is terminated by you or GAF, for any Enhanced Warranties for roofs installed prior to the termination date to be effective, such Enhanced Warranties must be registered by you by no later than 30 days after such termination date. Unused prepaid Enhanced Warranties cannot be registered for roofs installed after the termination of this Agreement, whether by you or GAF for any reason.

12. Covenant Not to Compete. You agree that, during the term of this Agreement and for six months after the termination or expiration of this Agreement for any reason, you shall not, directly or indirectly within the Designated Territory: (a) advertise yourself as a special class of contractor (such as "Authorized", "Certified", or "Master Elite" Contractor) installing roofing products not sold by GAF or its affiliates in any mass media forum, including but not limited to, yellow pages, television, radio, internet website and social media; or (b) actively solicit sales of any warranty covering any roofing product not sold by GAF or its affiliates for which a separate charge is imposed.

13. Designated Territory; Satellite Territory.

a. Definitions. A "Designated Territory" shall be defined as the geographic area within a 100-mile radius of your principal business address. A "Satellite Territory" shall be defined as an area outside of your Designated Territory. Neither a Designated Territory nor a Satellite Territory shall be exclusive to you or any Program member, and nothing in this Agreement shall be construed as granting you a right or award of an exclusive territory.

b. Operation in Satellite Territory. If you desire to operate as a Master Elite™ Roofing Contractor in a Satellite Territory, you may do so but only if GAF agrees, in its sole discretion. To operate as a Master Elite™ Roofing Contractor in a Satellite Territory you shall: (i) notify GAF in writing of such desire; and (ii) sign and deliver to GAF a complete set of Master Elite™ Roofing Contractor agreement forms for the Satellite Territory setting forth the terms under which you shall operate. If GAF, in its sole discretion, agrees to permit you to operate in the requested Satellite Territory, then GAF shall sign and deliver to you the agreement for the Satellite Territory. The Satellite Territory will be considered a separate operating territory for the terms and purposes (including benefits) of

the Master Elite™ Roofing Contractor Program, therefore you must operate under all of the applicable terms and conditions in the agreement related to such Satellite Territory.

14. Disputes Between the Parties.

a. Resolution. The parties agree to make a diligent, commercially reasonable attempt to resolve any disputes arising out of or concerning the provisions of this Agreement or the Program. If the parties are unable to resolve a dispute within 15 days after notice from one party to the other, except for your violation of the confidentiality provisions in this Agreement or any misuse of the GAF Marks, such dispute shall be settled by final and binding arbitration by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA") at the offices of the AAA in the state nearest the location of your offices. Within thirty (30) days after an arbitrator has been selected, the parties shall provide all documents and electronically stored information ("ESI") related to or necessary to the prosecution or defense of any claim, defense or legal theory presented in the arbitration by either party. The parties shall only be required to produce ESI that is stored in a reasonably accessible medium. No other document requests, interrogatories or requests for admissions shall be permitted. If either party desires to file a dispositive motion, that party must first submit a letter to the arbitrator outlining the legal and factual issues that it contends are ripe for summary disposition. The opposing party shall have five (5) days to submit a letter detailing its position on the requested motion. Within two (2) weeks of submission of the opposing party's letter, the arbitrator shall determine whether the requesting party shall be permitted to file a dispositive motion. The decision of the arbitrator shall be final and binding upon the Parties and shall be set forth in a written reasoned opinion, and any award may be enforced by either party in any court of competent jurisdiction. Any award of the arbitrator shall include interest from the date of any damages incurred for breach or other violation of this Contract, and from the date of the award until paid in full, at the rate of one percent (1%) per month compounded monthly. Except as may be required by law, neither party may disclose the existence, content or results of any arbitration hereunder without the prior written consent of the other party.

(i) The Parties agree that any arbitration arising out of or relating to this Agreement may include by consolidation, joinder or joint filing, any additional person or entity not a party to this Agreement (including but not limited to your subcontractors and vendors) to the extent necessary to achieve an efficient and equitable resolution of the issues. You expressly agree to include in all of your subcontracts with your subcontractors and vendors relating to this Agreement, a clause providing that the subcontractor or vendor agrees and consents to being joined to any arbitration and/or proceeding between you and GAF.

(ii) Upon the request of GAF, you agree and consent to being joined to the extent necessary to achieve an efficient and equitable resolution of the issues, by consolidation, joinder, or joint filing to any dispute, lawsuit, arbitration and/or proceeding between you and/or any other entity or party arising out of or relating to this Agreement or any services performed hereunder.

b. Injunctive Relief. You acknowledge that irreparable injury may result to GAF and its business upon a breach or threatened breach of Paragraphs 5i, 6, 7, 11a and 12 and that money damages may not be a sufficient remedy for any such breach. You therefore agree that upon any act in violation or threatened violation of any such provision, GAF shall be entitled, in addition to such other remedies now or hereafter available at law, in equity, by statute or otherwise, to seek damages and relief as may be available under applicable law, including obtaining a temporary restraining order and/or a permanent injunction prohibiting you from engaging in any such act or specifically enforcing this Agreement, as the case may be, without proof of damages or posting a bond.

15. Communications and Website. You agree and acknowledge that through membership in the Program, you consent to receive marketing and commercial communications and messages from GAF and third parties in any form or channel of communication, including but not limited to mail, e-mail, fax, or text message. You fully and completely release any and all claims you may have had in the past or may have in the future based on your receipt of marketing communications from GAF or third parties. In addition, membership in the Program requires you to permit

GAF (but not the obligation) to include your name, address and telephone number on any website owned by GAF or a third party at GAF's sole discretion. Any information collected in connection with this Program shall be governed by GAF's privacy policy, which can be located at <http://www.gaf.com/Corporate-Information/Privacy-Policy.asp>.

16. Governing Law; Remedies. This Agreement shall not be effective until signed by you and accepted by GAF as evidenced by the signature of this Agreement by an authorized officer of GAF. This Agreement shall be interpreted and construed under the substantive laws of the State of Delaware without reference to its conflict of laws principles, except to the extent governed by the United States Trademark Act of 1946 or other superseding federal law. All remedies under this Agreement shall be cumulative and not exclusive.

17. Miscellaneous.

a. Entire Agreement. This Agreement constitutes the entire, full and complete agreement between the parties hereto concerning the subject matter hereof, and supersedes all prior agreements between the parties, whether written or oral. No amendment, change or variance from this Agreement shall be binding on the parties hereto unless mutually agreed to by the parties, and executed by the parties or their authorized officers or agents in writing.

b. Amendment of Agreement by GAF. GAF retains the right to modify this Agreement at any time and make any changes that will further enhance and improve the Program upon written notice to you (an "**Amendment Notice**"). Notwithstanding Paragraphs 3 and 10c, if you do not accept or agree to such changes, you may terminate this Agreement without penalty by giving written notice to GAF no later than 30 days after receipt of the Amendment Notice, and GAF shall then (i) refund to you an amount equal to the purchase price of any Enhanced Warranties which have not yet been sold to a customer and (ii) register Enhanced Warranties for any project that was bid prior to your notice of termination as long as you identify in your termination notice any project for which you may wish to register an Enhanced Warranty. GAF may also modify the Program and the Tool Kit at any time upon written notice to you.

c. Severability. Each provision of this Agreement shall be considered severable, and, if for any reason, any provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such invalid provision shall not impair the operation of, or have any other effect upon, any other provisions of this Agreement, which shall continue to be given full force and effect and bind the parties hereto.

d. Due Diligence. You acknowledge that you have conducted an independent investigation of all aspects relating to the Program and recognize that the benefits to participation in the Program as a member as contemplated by this Agreement will be largely dependent upon your skills and ability as an independent businessperson. You acknowledge that you have received, read and understand the terms and conditions of this Agreement, and that you have been afforded ample time and opportunity to consult with advisors of your own choosing about the benefits and obligations of membership in the Program pursuant to this Agreement.

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e. Headings. All headings in this Agreement are intended solely for the convenience of the parties, and none will be deemed to affect the meaning or construction of any provision.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement, effective as of the date first above written.

GAF

Company Name: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: Vice President, Certified Program & Services

Title: \_\_\_\_\_

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**Exhibit A****Terms and Conditions****GAF Bucks Program for GAF Master Elite® Contractors****1. Description**

The GAF Bucks Program is a program whereby GAF provides GAF Master Elite Contractor Companies in the U.S. and Canada (each, a “Member”) the opportunity to earn GAF Bucks for engaging in certain activities described in these terms (the “Terms”) and in the Master Elite Roofing Contractor Program Participation Agreement (the “ME Agreement”). Earned GAF Bucks are redeemable for sales tools, marketing tools and other items, subject to availability by visiting the Certified Contractor Zone (the “CCZ”) at [ccz.gaf.com](http://ccz.gaf.com). These Terms govern participation in the GAF Bucks Program. GAF has the sole right to interpret and apply the Terms and its decisions are final and binding. GAF reserves the right to prospectively modify, revise or change these Terms with or without notice. Prospective changes may include, but are not limited to, revising eligibility requirements, rules for earning or redeeming GAF Bucks, items available for redemption, and GAF Bucks expiration dates. The most current version of the Terms will be available at [ccz.gaf.com](http://ccz.gaf.com) and is binding on Members at the time of posting. GAF reserves the right to prospectively terminate the GAF Bucks Program in its sole discretion. Any capitalized terms used, but not defined herein, shall have the meanings ascribed to them in the ME Agreement. To the extent that any of these Terms may contradict or conflict with any provisions of the ME Agreement, these Terms shall take precedence and supersede with respect to matters pertaining to the GAF Bucks Program.

**2. Eligibility**

The GAF Bucks Program is provided to Members. No individual participation is permitted. All eligibility determinations will be made by GAF in its sole discretion. If a Member no longer wishes to participate in the GAF Bucks Program, its GAF Bucks Authorized Account Holder must contact [ccp@gaf.com](mailto:ccp@gaf.com) to be removed from the GAF Bucks Program.

**3. GAF Bucks Authorized Account Holder(s)**

Each Member shall have one or more employees acting as its GAF Bucks Authorized Account Holder(s). Each GAF Bucks Authorized Account Holder must be an employee of the Member who has reached the age of majority in his/her state/province of residence and has the full right, power and authority to bind the Member with respect to these Terms and any modifications hereof, GAF’s Privacy Policy located at [https://www.gaf.com/About\\_GAF/Legal/Privacy\\_Policy](https://www.gaf.com/About_GAF/Legal/Privacy_Policy) and any matters relating to the GAF Bucks Program (each, a “GAF Bucks Authorized Account Holder”). No GAF Bucks Authorized Account Holder may participate in his/her individual capacity. Information about a Member’s GAF Bucks is available to a Member’s GAF Bucks Authorized Account Holder(s) by visiting the CCZ and clicking on GAF Bucks (“GAF Bucks Account”). Each GAF Bucks Authorized Account Holder shall be responsible for the Member’s GAF Bucks Account including, but not limited to, submitting any documents required for a Member to earn GAF Bucks, redemption of GAF Bucks on behalf of the Member and management of the Member’s GAF Bucks Account. GAF reserves the right to request proof that an individual is a Member’s GAF Bucks Authorized Account Holder from the individual or the Member. GAF may share any information pertaining to a Member’s GAF Bucks Account with any of the Member’s GAF Bucks Authorized Account Holders. GAF also reserves the right to share any information pertaining to a

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Member's GAF Bucks Authorized Account Holder with the Member including, but not limited to, a GAF Bucks Authorized Account Holder's name, information about documents submitted, GAF Bucks earned and/or redeemed, and any other relevant information. It is each GAF Bucks Authorized Account Holder's responsibility to keep the username and password he/she uses to access the Member's GAF Bucks Account secure. A Member may terminate any GAF Bucks Authorized Account Holder by contacting [ccp@gaf.com](mailto:ccp@gaf.com). GAF reserves the right to terminate any GAF Bucks Authorized Account Holder for any reason at its sole discretion. GAF is not responsible for any unauthorized enrollment, access, redemption or use of GAF Bucks in a Member's GAF Bucks Account. The GAF Bucks Authorized Account Holder(s) must review the Terms periodically by visiting [ccz.gaf.com](http://ccz.gaf.com).

#### 4. Earning GAF Bucks

GAF Bucks are earned by a Member as described below:

- a) 1250 GAF Bucks for reaching the 12 Month Point Threshold as described in the Member's ME Agreement;
- b) 700 GAF Bucks for earning 200 or more points by purchasing and registering certain Enhanced Warranties. Please refer to the ME Agreement for qualifying Enhanced Warranties and points associated with each qualifying Enhanced Warranty;
- c) 1 GAF Buck per square up to 200 squares for each Golden Pledge Limited Warranty purchased and registered; and
- d) 6 GAF Bucks per square up to 100 squares and 6 GAF Bucks for each additional 100 squares for each System Plus Limited Warranty purchased and registered.

GAF Bucks are redeemable for sales tools, marketing tools and other items, subject to availability by visiting the [ccz@gaf.com](http://ccz@gaf.com). GAF Bucks earned belong to the Member and not to any GAF Bucks Authorized Account Holder. GAF Bucks are issued for promotional purposes and are not purchased or sold. GAF Bucks have no cash value. For a Member to earn GAF Bucks, qualifying Enhanced Warranties must be purchased and registered during one twelve month Term of a Member's ME Agreement. GAF will attempt to enter any earned GAF Bucks into the Member's GAF Bucks Account within 4-6 weeks from the time that the GAF Bucks are earned as described above. However, each GAF Bucks Authorized Account Holder shall be responsible for ensuring that the Member's GAF Bucks are properly credited and deducted. Any claim for GAF Bucks not credited to a Member's GAF Bucks Account must be received by GAF within six (6) months of the date on which the requirement for earning such GAF Bucks was met. GAF will review such claims and will determine in its sole discretion if GAF Bucks were not credited to the Member's GAF Bucks Account. GAF reserves the right to require additional information from the Member. If GAF determines in its sole discretion that it failed to credit a Member's GAF Bucks Account with GAF Bucks earned, the Member's sole and exclusive remedy shall be the issuance of the GAF Bucks not credited to the Member's GAF Bucks Account. GAF reserves the right to remove GAF Bucks from a Member's GAF Bucks Account if it determines that such GAF Bucks were improperly credited to the Member's GAF Bucks Account. GAF BUCKS ARE NOT REDEEMABLE FOR CASH AND MAY NOT BE BOUGHT, SOLD, AUCTIONED, TRADED, BARTERED, or "POOLED." GAF Bucks may be transferred only at GAF's sole discretion. GAF Bucks in more than one GAF Bucks Account may not be combined unless authorized by GAF in its sole discretion. GAF Bucks will be deducted from the Member's GAF Bucks Account when GAF Bucks are redeemed. Maximum of 10,000 GAF Bucks can be earned during one twelve month Term of the Member's ME Agreement. UNUSED GAF BUCKS EXPIRE FIFTEEN (15) MONTHS FROM DATE OF ISSUANCE, OR THREE (3) MONTHS AFTER TERMINATION OR EXPIRATION OF MEMBERSHIP IN THE GAF MASTER ELITE CONTRACTOR PROGRAM, WHICHEVER PERIOD IS SHORTER, UNLESS OTHERWISE INDICATED BY GAF IN ITS SOLE DISCRETION. Notwithstanding anything to the contrary herein, a Member may be permitted to obtain Shortfall Bucks in certain limited circumstances as described in the ME Agreement.

## 5. Redemption

GAF Bucks can only be redeemed by a Member's GAF Bucks Authorized Account Holder(s) on behalf of the Member for items described in the CCZ subject to availability and change in Sponsor's sole discretion. Shortfall GAF Bucks must be redeemed before any other GAF Bucks are redeemed regardless of the date credited to a Member's GAF Bucks Account. Follow instructions for redeeming GAF Bucks provided on the CCZ. Allow 8-10 weeks from the time GAF Bucks are redeemed for shipment of items or as otherwise indicated. It is a GAF Bucks Authorized Account Holder's responsibility to provide accurate email, contact and shipping information when GAF Bucks are redeemed on behalf of the Member. Any claim for GAF Bucks improperly deducted from a Member's GAF Bucks Account must be received by GAF within six (6) months of the date on which the GAF Bucks were deducted. GAF will review such claims and will determine in its sole discretion if GAF Bucks were improperly deducted from a Member's GAF Bucks Account. GAF reserves the right to require additional information from the Member. If Sponsor determines that it deducted GAF Bucks from a Member's GAF Bucks Account in error, the Member's exclusive remedy shall be the issuance of GAF Bucks improperly deducted.

## 6. Audit

GAF reserves the right to audit any GAF Bucks Account at any time itself or through an agent to ensure compliance with these Terms and the Terms of the ME Agreement. GAF may require additional information from the Member to verify any claim. GAF may delay the processing of any claim for GAF Bucks, redemption of GAF Bucks or suspend any account pending completion of any audit. In the event that an audit reveals a violation of these Terms or the Terms of the ME Agreement, GAF may terminate the Member, forfeit any existing GAF Bucks, and pursue any other remedy permitted by law or equity.

## 7. Release

BY PARTICIPATING IN THE GAF BUCKS PROGRAM, THE MEMBER AGREES TO RELEASE GAF, ITS PARENT COMPANY, SUBSIDIARIES, AFFILIATES, AGENTS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (THE "GAF PARTIES") FROM ANY AND ALL LIABILITY FOR LOSS OR DAMAGE ARISING FROM OR RELATED TO PARTICIPATION IN THE GAF BUCKS PROGRAM OR ITEMS REDEEMED WITH GAF BUCKS.

## 8. Warranties

BY PARTICIPATING IN THE GAF BUCKS PROGRAM, THE MEMBER ACKNOWLEDGES THAT GAF MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE GAF BUCKS PROGRAM, WHICH IS PROVIDED ON AN "AS IS" BASIS OR ANY ITEM REDEEMED WITH GAF BUCKS. GAF EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

## 9. Indemnification

THE MEMBER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE GAF PARTIES AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, COSTS AND REASONABLE ATTORNEYS' FEES) ARISING DIRECTLY OR INDIRECTLY FROM OR AS A



RESULT OF THE MEMBER'S PARTICIPATION IN THE GAF BUCKS PROGRAM OR ITEMS REDEEMED WITH GAF BUCKS.

#### 10. Disputes

a. Resolution. GAF and Member (each, a "Party" and collectively, the "Parties") agree to make a diligent, commercially reasonable attempt to resolve any disputes arising out of or concerning the provisions of these Terms or the GAF Bucks Program. If the Parties are unable to resolve a dispute within fifteen (15) days after notice from one Party to the other, such dispute shall be settled by final and binding arbitration by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA") at the offices of the AAA in the state nearest the location of the Member's offices. Within thirty (30) days after an arbitrator has been selected, the Parties shall provide all documents and electronically stored information ("ESI") related to or necessary to the prosecution or defense of any claim, defense or legal theory presented in the arbitration by any Party. The Parties shall only be required to produce ESI that is stored in a reasonably accessible medium. No other document requests, interrogatories or requests for admissions shall be permitted. If any Party desires to file a dispositive motion, that Party must first submit a letter to the arbitrator outlining the legal and factual issues that it contends are ripe for summary disposition. The opposing Party shall have five (5) days to submit a letter detailing its position on the requested motion. Within two (2) weeks of submission of the opposing Party's letter, the arbitrator shall determine whether the requesting Party shall be permitted to file a dispositive motion. The decision of the arbitrator shall be final and binding upon the Parties and shall be set forth in a written reasoned opinion, and any award may be enforced by either Party in any court of competent jurisdiction. Except as may be required by law, neither Party may disclose the existence, content or results of any arbitration hereunder without the prior written consent of the other Party. If any of these Terms are deemed to be unenforceable, the remaining Terms shall be applied as set forth herein. If GAF fails to act with respect to any violation of these Terms it does not waive the right to act with respect to any future violation of these terms. The failure of GAF to comply with the Terms because of an act of God, war, fire, riot, terrorism, earthquake, actions of federal, state, provincial, territorial or local governmental authorities or for any other reason beyond the reasonable control of GAF, shall not be deemed a breach of the Terms.

b. LIMITATIONS. BY PARTICIPATING IN THE GAF BUCKS PROGRAM, EACH MEMBER AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING FROM OR RELATED TO A MEMBER'S PARTICIPATION IN THE GAF BUCKS PROGRAM OR ITEMS REDEEMED WITH GAF BUCKS WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.

IN NO EVENT SHALL GAF BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR PUNITIVE DAMAGES OR ANY OTHER DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO PARTICIPATION IN THE GAF BUCKS PROGRAM OR ITEMS REDEEMED WITH GAF BUCKS EVEN IF GAF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CERTAIN STATE LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

c. Governing Law; Remedies. This agreement shall be interpreted and construed under the substantive laws of the State of Delaware without reference to its conflict of laws principles. All remedies under this agreement shall be cumulative and not exclusive.

#### 11. Internet

GAF reserves the right, in its sole discretion, to modify, suspend or terminate the GAF Bucks Program should a virus, bug or other causes beyond the control of GAF corrupt the administration, security or proper operation of the GAF Bucks Program. In such event, GAF is only responsible for information received up to the date/time of corruption or

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modification, to the extent feasible. GAF is not responsible for late, lost, incomplete, or misdirected information; computer system, phone line, electronic equipment, computer hardware, software or program malfunctions, or other errors; failures or delays in computer transmissions or network connections; problems sending or receiving information from the CCZ; or for any other technical problems related to the CCZ. GAF is not responsible for incorrect or inaccurate information, whether caused by Internet users or by any of the equipment or programming associated with or utilized in the GAF Bucks Program, or by any technical or human error which may occur in the processing of information. CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE THE CCZ WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GAF BUCKS PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, GAF RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

#### 12. Privacy

By participating in the GAF Bucks Program, Member understands that any information provided to GAF will be used in accordance with GAF's privacy policy located at [https://www.gaf.com/About\\_GAF/Legal/Privacy\\_Policy](https://www.gaf.com/About_GAF/Legal/Privacy_Policy).

#### 13. General Provisions

By participating in the GAF Bucks Program, Member consents to GAF's use of the Member's name, photograph, or likeness for advertising and promotional purposes without additional compensation, except where prohibited.

Any federal, state, provincial or territorial income tax or other tax liability resulting from participation in the GAF Bucks Program is the responsibility of the Member. The Member may be issued a 1099 or other tax form if required by applicable law.

Providing fictitious, incorrect, or false information or any failure to abide by these Terms or the Terms of the ME Agreement may result in forfeiture of all of the Member's existing GAF Bucks, termination of the Member's GAF Bucks Account, and any other remedy permitted by law or equity. GAF reserves the right to disqualify or terminate any Member or its GAF Bucks Authorized Representative for any reason.

#### 14. Contact

For questions about the GAF Bucks Program, contact [ccp@gaf.com](mailto:ccp@gaf.com).

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**Enrollment Application Steps...**

Once your completed enrollment application (including all necessary support materials) is received by GAF, the following steps will be taken:

Step	Action
Step 1	Your enrollment application will be reviewed
Step 2	You will be notified of the result of this review
Step 3	If accepted, you will receive your Introductory Kit in the mail within four weeks
Step 4	Your GAF Territory Manager will conduct an "Open the Box" meeting with you to go over your marketing tools

**Items To Include...**

- ☐ Current Proper Licenses (where applicable)
- ☐ Current Workers Compensation Insurance
- ☐ Current General Liability Insurance (\$1MM minimum coverage)
- ☐ Sales Tax Certificate (where applicable)

**Special Note: Your Insurance Information...**

As policies are amended or renewed, please have your insurance carrier(s) automatically send updated proof or have them list GAF as a "certificate holder." This will reduce the amount of paperwork for you.

**Send Completed Enrollment Booklet To...**

GAF  
 Certified Contractor Programs  
 1 Campus Drive  
 Parsippany, NJ 07054

If you have any questions, please contact your local GAF Territory Manager or call  
 the Certified Contractor Hotline at 1-888-532-5767.

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# **EXHIBIT F**

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9/27/2019

Bureau of Labor Statistics Data

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 Area: Illinois -- Statewide  
 Industry: NAICS 23816 Roofing contractors  
 Owner: Private  
 Size: All establishment sizes  
 Type: Number of Establishments

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2010					1067
2011					1102
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2013					1119
2014					1141
2015					1114
2016					1071
2017					923
2018					965

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# EXHIBIT G

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BBB ratings

https://www.bbb.org Better Business Bureau® (https://www.bbb.org)

Home (<https://www.bbb.org/en/us/oh/canton>) / Get Consumer Help (<https://www.bbb.org/canton/get-consumer-help/>) / Rating FAQ (<https://www.bbb.org/canton/get-consumer-help/rating-faq/>)

## Rating FAQ

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### Letter Grade Ratings System

#### Frequently Asked Questions

##### **What is the ratings system?**

The new BBB rating system relies on an A+ through F letter-grade scale. The grades represent BBB's degree of confidence that the business is operating in a trustworthy manner and will make a good faith effort to resolve any customer concerns filed with the BBB.

##### **Why did BBB change its ratings system?**

BBB updated its BBB Reliability Reports™ to help consumers more easily and quickly identify and compare the reliability of businesses based on BBB's unbiased evaluation. Previously, BBB awarded businesses either a "satisfactory" or "unsatisfactory" grade—which did not provide as much insight as a letter grade

##### **What goes into a business's letter-grade rating?**

The ratings system relies on a proprietary formula that takes into account 17 factors based on objective information and actual incidences of a business's behavior that have been verified and evaluated by BBB professionals.

##### **What are the factors that go into a business's rating?**

- The type of business
- How long the business has been operating
- Whether the business has appropriate competency licensing
- Total volume of complaints filed against the business
- The number of unanswered complaints



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BBB ratings

- The number of unresolved complaints
- The number of serious complaints
- An overall complaint analysis
- Number of complaints with a delayed resolution
- Failure to address pattern of complaints
- Government actions against the business
- Any advertising issues found by BBB
- The extent of background information available to BBB for evaluation
- The extent to which BBB is able to develop a clear understanding of the business
- Whether the business has honored any mediation/arbitration commitments
- Whether the business has attained BBB Accredited Business status
- Whether the business has had its BBB Accreditation revoked

### **How is the letter grade computed?**

Businesses are awarded points based on 17 factors, which are weighted according to BBB's assessment of the importance of each factor. The points are calculated and a letter grade is awarded based on the point range the businesses fall into.

### **How are the factors weighted?**

In most cases, complaint history drives a business's letter-grade rating. Nearly 85 percent of the scoring is determined by consumer-reported complaints that have been verified and evaluated by BBB, such as the number of complaints, the severity of complaints and how a business resolves complaints. There are though, some overarching factors that will impact a business's rating even if there have been no complaints to date, such as: how long the business has been operating, government actions, and advertising and competency license issues.

### **Do you guarantee the reliability of companies that are rated?**

No. The grade represents BBB's degree of confidence that the business is operating in a trustworthy manner and will make a good faith effort to resolve any customer concerns. In all cases, users should also read and consider full BBB Reliability Reports™, which includes more information and details.

### **How often are ratings reviewed and/or changed?**

Any time new information is reported to and/or collected by BBB and evaluated by our professionals, that information is loaded into our database, which automatically updates the businesses rating. For all businesses in our database, BBB reports on complaints received in the previous 36 months.

### **How does a grade increase or decrease?**

Ratings can and will change in a number of ways. Changes depend on the factors involved and how that factor is weighted. Generally speaking, a business's grade is a function of the level of trust BBB has in the business as a result of its actions in the marketplace. Therefore, a business's grade can rise or fall depending on how the business performs in regard to the 17 factors.

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BBB ratings

**What do you tell a business that wants to know how to increase its letter grade?**

First and foremost, BBB will want to examine what the specific deficiencies are – i.e., the issues that contribute to the businesses rating. From that research, BBB can then offer specific, qualified guidance on how the business can improve its BBB rating. In general though, BBB can certainly recommend to any business that it consistently treat its customers in a fair and honest manner. And, if honest mistakes are made, take prompt and appropriate action to resolve issues in a timely manner.

**Will consumers (and/or businesses) be alerted if a business's score changes?**

Users will need to check BBB Reliability Reports™ for updated ratings. We are considering other options for updating and notifying consumers in the future, but no decisions have been made at this time.

**Where can consumers find a business's rating?**

Individual business ratings are prominently displayed at the top of BBB Reliability Reports™. Consumers can research the reliability reports of more than four million businesses nationwide, free of charge, at [www.bbb.org](http://www.bbb.org) (<http://www.bbb.org/>).

**Where can people find more information about BBB Ratings in general?**

For more information about BBB Ratings, consumers and businesses can visit [www.bbb.org](http://www.bbb.org) (<http://www.bbb.org/>). Information will be readily available, explaining BBB Ratings, through links and interactivity associated with our BBB Reliability Reports™. And of course, consumers and businesses are always welcome to contact their BBB via phone or email with individual questions.

**What does each rating mean?**

For more information on the specific factors leading to a business's rating, consumers should read the full BBB Reliability Report™, which includes more details about the business including complaint history.

**What does NR mean?**

Generally, BBB assigns a business an “NR” (No Rating) under the following circumstances:

- Report is being updated
- BBB doesn't have enough information on the business and/or hasn't had sufficient time to assess the business.
- BBB has determined the business is no longer operating.

**What does the factor “BBB's experience with the industry in which the business operates” mean?**

The term specifically applies to types of businesses (industries) that are generally scams or fraudulent. It can also apply to an industry that relies on a business model that, in BBB's experience, exhibits consistent or inherent problems or trade practice concerns.

**What are the industries that BBB has identified as scams or fraudulent?**

- **Advance fee loan brokers** – Businesses that charge advance fees for non-existent loans.
- **Online casinos** – Online casinos that provide winning/losing real money.

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BBB ratings

- **Chain letters** – Chain letters, including those with an “opportunity” that requires money be sent to others in the chain.
- **Advance fee job listing and advisory services** – Job listing and advisory services that charge an advance fee for referral to positions that don’t exist or they are not authorized to promote.
- **Foreign lotteries**
- **Office supplies telemarketers** – Telemarketers that sell office supplies using deceptive techniques.
- **Unapproved foreign online drug and prescription services** – Online pharmacies selling unapproved drugs and/or invalid subscriptions.
- **Itinerant workers that solicit for paving, painting and home improvement** – Itinerant workers providing poor or no service.
- **Ponzi schemes** – Investment schemes relying almost entirely on contributions from future investors to pay current investors.
- **Pyramid business opportunities** – “Business” opportunities that focus primarily on monetary payments and recruitment of new payees rather than sale of a product or service.
- **Illegal prize promotions** – Fraudulent prize promotions.
- **Reloader schemes** – Fraudulent offers to recoup money for previously scammed consumers.
- **Illegal sweepstakes** – Sweepstakes that require advance payment to claim non-existent cash prize winnings.
- **Work at home companies** – Work-at-home businesses that require initial advance fee and misrepresent earnings and/or nature of work.
- **Advance Fee Credit Repair Services** - businesses that charge advance fees to repair/improve consumer credit history.

**What are the industries that exhibit consistent or inherent problems or trade practice concerns?**

Industries that fall into the category of "Inherent Problems" include:

- **Debt negotiation/settlement companies** – Businesses using a model that has consumers start by not paying creditors for a period of time prior to negotiation with creditors.
- **Government auctions and job listing services** – Businesses that charge a fee for publicly available information about government auctions and jobs.
- **Finder services for grants, scholarship and financial aid** – Businesses that engage in questionable advertising and charge a fee for resource lists for grants/scholarship/aid.
- **Businesses selling scientifically unproven health/medical products**
- **Itinerant/bulk meat sellers** – Door-to-door and/or short-term businesses that engage in questionable advertising and sales practices in the sale of bulk meat.
- **Modeling agencies that charge an advance fee**
- **Payday lenders** – Businesses providing short-term loans at extremely high interest rates.
- **Wealth Building/Real Estate seminars** – Businesses promising unrealistic results for building wealth with purchase of books, DVDs, etc.

12/18/2019

BBB ratings

**How were these industries chosen?**

A BBB committee determines which industries fall into categories of scams or having inherent problems. The list of industries is regularly reviewed and subject to change as determined by the committee.

**Will larger businesses receive lower grades because they likely will receive more complaints due to the sheer volume of business they do?**

No. BBB takes into account the size of a business, such as the number of customers, when evaluating the volume of complaints.

**Why is length of time in operation a factor?**

How long a company has been in business is one of the first things consumers consider when researching a company to hire. They want to have a degree of confidence that the business has experience and a track record, so our formula factors this key consideration in.

**Are BBB Accredited Businesses guaranteed a higher grade than non-accredited businesses?**

No. While BBB Accredited Businesses do receive additional points, other factors contribute to a company rating and non-accredited businesses can also have favorable ratings.

**Why are BBB Accredited Businesses getting points?**

Grades represent BBB's degree of confidence that the business is operating in a trustworthy manner and will make a good faith effort to resolve any customer concerns filed with the BBB – and accreditation raises that level of confidence. To be accredited, a business has been thoroughly reviewed by BBB, meets the organization's high standards for integrity and reliability when dealing with consumers, signs an agreement with BBB to continue to abide by these standards and supports BBB's efforts to educate and protect the public. In addition, under this agreement, the business must work with BBB in good faith to resolve consumer complaints.

**Is it fair that BBB receives money from Accredited Businesses?**

Like most standards-based organizations that provide accreditation, we charge a business for the time and costs associated with reviewing and monitoring their organization. As a result, we are able to provide many important and valuable services to all consumers free of charge, such as BBB Reliability Reports™.

**Why do you (how can you) rate non-accredited businesses?**

The more information we can provide the public, the better informed they are to make a good choice when hiring or doing business with a company. Therefore, when we have sufficient information to evaluate a business based on our 17 factors, we will provide a report and subsequent letter grade.

**A+**

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# EXHIBIT H

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# GAF LIFETIME ROOFING SYSTEM

More Than Just Coverage On Your Shingles!

GAF  
LIFETIME  
SHINGLES

GAF  
ROOF DECK  
PROTECTION

GAF  
LEAK  
BARRIER

GAF  
RIDGE CAP  
SHINGLES



GAF  
COBRA<sup>®</sup>  
ATTIC VENTILATION

GAF  
STARTER  
STRIP SHINGLES



U.S. only

GAF Shingle & Accessory Ltd. "warranty" for GAF shingles and accessories. The word "Lifetime" means as long as the original owner of the shingles is the designated owner of the house and shingles. If the designated owner is not the property owner, the shingles and accessories are installed for the owner's lifetime. For more information, see the GAF Lifetime Roofing System warranty and accessories. The use of the word "Lifetime" in the GAF Shingle & Accessory Ltd. warranty and the use of the word "Lifetime" in the GAF Shingle & Accessory Ltd. warranty.

The GAF Lifetime Roofing System has earned the prestigious Good Housekeeping Seal, which means that the GAF Lifetime Roofing System products in this system have been tested and approved by Good Housekeeping for their protection policy. Applicable U.S. only.

[gaf.com](http://gaf.com)

# STEEP SLOPE PRO FIELD GUIDE

## INTRODUCTION

Certification  
Requirements

### INTRODUCTION

#### FACTORY- CERTIFIED PROFESSIONAL SALESPeOPLE

- ◆ All employees of Master Elite® Contractors and Certified™ Contractors are eligible to become "Factory-Certified Professionals."
- ◆ Separate yourself from the competition with...
  - Technical expertise
  - Warranty expertise

#### CERTIFICATION HONORS

- Build client trust with your certification.
- After gaining certification, foremen, installers, and salespeople will each receive personalized, framed "Pro Field Guide" certificates.

#### HOW TO GAIN YOUR CERTIFICATION

1. *Read the entire workbook.*
2. *Answer all of the review questions...* that are at the end of each chapter.
3. *Two choices to record your answers...*
  - *Answer Sheet...* circle answers on Pro Field Guide answer sheet. Call the Contractor Hotline at 1-888-532-5767, Option 3, to get copies.
  - *Online...* submit your answers online at the GAF Certified Contractor Zone. Ask your local GAF Territory Manager or call the Contractor Hotline at 1-888-532-5767, Option 3, for details.
4. *Send your answers to GAF...*  
GAF Certified Contractor Program  
ATTN: Contractors Program  
1361 Alps Rd  
Wayne, NJ 07470  
or fax your answers to (973) 628-3866.
5. *Your answers will be graded...*
  - *80% correct or higher passes...* those applicants receiving a score of 80% and higher will pass the test.
  - *If you score lower...* applicants scoring below 80% will receive a letter stating they should re-try.
  - *Keep trying...* you may submit answers for review as many times as you like to gain your certification.
6. *After passing...* you will receive a handsome, framed "Pro Field Guide" certificate to commemorate the achievement.

**LET'S GET STARTED!**

# How To Gain Certification

## Questions & Answers

**Q: Who can get the Factory-Certified Professional status?**

**A:** Any employee of a GAF Master Elite® Contractor or Certified™ Contractor.

**Q: Who is required to pass the Pro Field Guide test?**

**A:** Master Elite® Contractors... a minimum of 3 foremen or installers.  
Certified™ Contractors... a minimum of 3 foremen or installers. Authorized™ Home Builders... a minimum of 2 foremen or installers.

**Q: Where do I send in my answer sheets?**

**A: Mail to:** GAF Certified Contractor Program  
1 Campus Drive  
Parsippany, New Jersey 07054  
OR  
Fax to: 1-973-628-3866

**Q: How can I get more Review Answer Sheets?**

**A: Just Call...** the Certified Contractor Program hotline at 1-888-532-5767.

**Q: What happens if I do not pass the necessary 80% on the review?**

**A: Just try again...** GAF will send you a letter stating that there were some questions missed. We will tell you what questions. Simply send in the correct answer to those questions, and you will be certified.

**Q: How often do I need to renew my certification?**

**A: Annually...** Every year, from the date of certification, you will need to renew your certification by passing the reviews of the most recent "Pro Field Guide."

**Q: How can I get access to the drawings in this guide?**

**A: Just call...** If you would like to use our drawings as training tools, simply call us at 1-888-532-5767.

Any questions regarding this Pro Field Guide should be made to our Certified Contractor Program at 1-888-532-5767.

For technical help, call GAF Technical Services at 1-800-766-3411, or visit [gaf.com](http://gaf.com) or [truslate.com](http://truslate.com) for more information.

GAING  
CERTIFICATION

# **EXHIBIT I**

FILED DATE: 12/19/2019 2:37 PM 2019CH14672

12/18/2019

Corporation/LLC Search/Certificate of Good Standing



Office of the Secretary of State Jesse White

**OVERDRIVEILLINOIS.COM**

## Corporation/LLC Search/Certificate of Good Standing

### LLC File Detail Report

File Number	03797988
Entity Name	WARNER CONTRACTING, LLC
Status	ACTIVE

<b>Entity Information</b>
Principal Office 417 S WINNEBAGO ST ROCKFORD, IL 611020000
Entity Type LLC
Type of LLC Domestic
Organization/Admission Date Wednesday, 14 December 2011
Jurisdiction IL
Duration PERPETUAL

<b>Agent Information</b>
Name



12/18/2019

Corporation/LLC Search/Certificate of Good Standing

SCOTT CHRISTOPHER WARNER

## Address

417 S WINNEBAGO ST  
ROCKFORD , IL 61102

## Change Date

Tuesday, 16 December 2014

## Annual Report

## For Year

2019

## Filing Date

Wednesday, 6 November 2019

## Managers

## Name

## Address

WARNER, SCOTT  
417 S WINNEBAGO ST  
ROCKFORD, IL 611020000

## Name

## Address

HAYES, ADAM  
417 S WINNEBAGO ST  
ROCKFORD, IL 611020000

## Assumed Name

## ACTIVE

WARNER ROOFING &amp; RESTORATION

## ACTIVE

WARNER ROOFING, LLC

## Series Name

FILED DATE: 12/19/2019 2:37 PM 2019CH14672

12/18/2019

Corporation/LLC Search/Certificate of Good Standing

NOT AUTHORIZED TO ESTABLISH SERIES

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

[Articles of Amendment Effecting A Name Change](#)

[Change of Registered Agent and/or Registered Office](#)

(One Certificate per Transaction)

This information was printed from [www.cyberdriveillinois.com](http://www.cyberdriveillinois.com), the official website of the Illinois Secretary of State's Office.

Wed Dec 18 2019

FILED DATE: 12/19/2019 2:37 PM 2019CH14672

## **EXHIBIT J**

FILED DATE: 12/19/2019 2:37 PM 2019CH14672

12/18/2019

Print Lookup Details



Illinois Department of Financial and  
Professional Regulation

## Lookup Detail View

### Contact

#### Contact Information

Name	City/State/Zip	DBA
WARNER CONTRACTING LLC	Rockford, IL 61102	.

### License

#### License Information

License Number	Description	Status	First Effective Date	Effective Date	Expiration Date	License Qualifiers	Qualifying Party	Ever Disciplined
104016514	LICENSED ROOFING CONTRACTOR	ACTIVE	08/19/2013	11/20/2017	12/31/2019	UNLIMITED	SCOTT C WARNER	N

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# EXHIBIT K

FILED DATE: 12/19/2019 2:37 PM 2019CH14672





417 S. Winnebago St. Rockford,  
Illinois 61102 (815) 877-ROOF

Illinois Roofing License No. 104016514

## ***Who is the Roof Dog?***

Warner Roofing & Restoration is a Premium Family owned company servicing Northern Illinois and Southern Wisconsin. Warner has a rock solid commitment of excellence and integrity to our customers, employees, and all insurance providers. At Warner we use all of our own employees and have strong presence and commitment to the preservation of our community and the environment.

## ***Most Common Questions***

After a major storm there is often much anxiety and confusion. We are here to answer all your questions including: Do I have storm damage that my insurance will pay for? How do I file a claim? Will it cost me anything? What will they pay for? How do I negotiate with my adjuster to maximize my benefits? Do I get to pick my contractor? What's Recoverable Depreciation and how do I recover it? Will my insurance cover Code Upgrades? How long will the process take?

## ***The Roof Dog Solution (Insurance)***

At Warner we specialize in doing what's right for the customer. We are not a traditional storm chasing company from who knows where. We are here today and we will be here tomorrow. We can inspect your home exterior completely and give you a full assessment and recommendations completely free of charge. If we see reasonable cause to file a claim we will: Walk you through the entire process from start to finish. Provide you with a toll free number to your insurance claim department and an outline of what to say to expedite the process. At Warner we specialize in meeting with your adjuster on your behalf to ensure maximum benefits are recovered. Warner will represent you free of charge, but we do strongly urge home owners being present at time of adjustment.

## ***Why choose the Roof Dog?***

Insurance companies only pay to replace the quality of the existing roof, so if you currently have a 25 year shingle, they pay to replace a 25 year shingle. Warner Roofing will upgrade you to the Best Selling 50 year shingle in the country (color of your choice) for no additional money out of your pocket. Warner is GAF Master Elite Certified so you will receive a free upgrade to a 50 year non-prorated transferrable warranty from GAF. We will properly apply Ice & Water Shield along all eaves and valleys to meet or exceed code. We use the highest quality of under-layment, vents, metals, and other roofing materials. All jobs include a free 10 year in house Roof Dog Warranty on all materials, labor, and workmanship. Most companies limit coverage to 1 or 2 years not a full 10!

## ***The Roof Dog does it all!***

Warner Roofing & Restoration is the only contractor you will need! It's hard enough to find one reputable quality contractor ... let alone several needed to complete a complex insurance claim. The Roof Dog excels not only in Roofing and Gutters, but also Siding, Soffit, Facia, Windows, Decking and More. Rest easy and worry free as Warner Roofing & Restoration handles everything.

***Nationally Certified Green Roofer by the US Green  
Builders Counsel***

**GAF**

Quality You Can  
Trust... From  
North America's  
Largest Roofing  
Manufacturer!

# THE STRONGEST PROTECTION FOR YOUR ROOF

WEATHER  STOPPER™

# GOLDEN PLEDGE®

*Limited  
Warranty*

Featuring  
The **Weather Stopper™**  
Roof Protection Program!

**GAF**

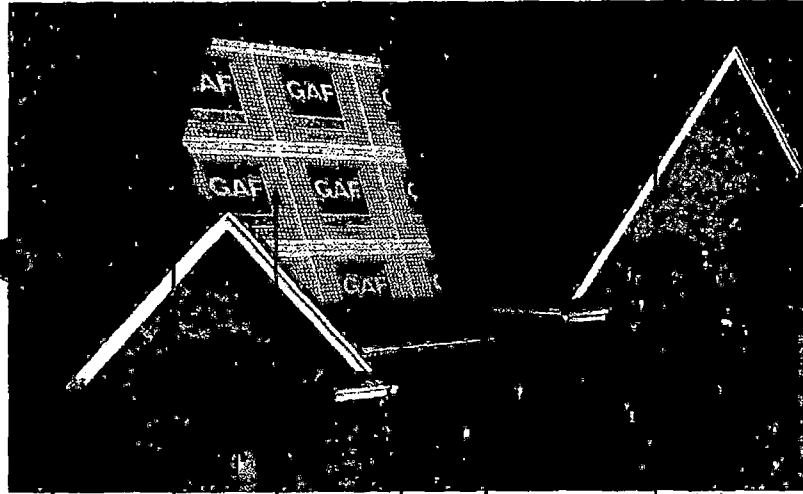
FACTORY CERTIFIED  
WEATHER STOPPER ROOFING CONTRACTOR



# The Weather Stopper™ 3-Part Roof Protection Program Is Your Best Choice!

*LIFETIME SYSTEM, THE BEST CONTRACTOR & THE STRONGEST WARRANTY!*

## Part 1: The GAF Lifetime Roofing System\*



GAF LIFETIME SHINGLES GAF COBRA ATTIC VENTILATION GAF ROOF DECK PROTECTION GAF LEAK BARRIER GAF STARTER STRIP SHINGLES GAF RIDGE CAP SHINGLES



The GAF Lifetime Roofing System has earned the prestigious Good Housekeeping Seal, which means that Good Housekeeping stands behind the products in this system. (Refer to Good Housekeeping Magazine for its consumer protection policy. Applicable in U.S. only.)



\*See GAF Shingle & Accessory Ltd. Warranty for complete coverage and restrictions. The word "Lifetime" refers to the length of coverage provided by the GAF Shingle & Accessory Ltd. Warranty and means as long as the original individual owner(s) of a single-family detached residence (or the second owner(s) in certain circumstances) owns the property where the shingles and accessories are installed. For owners/structures not meeting the above criteria, Lifetime coverage is not applicable. Lifetime Ltd. warranty on accessories requires the use of at least three qualifying GAF accessories and the use of Lifetime Shingles.

## Part 2: The Best Contractor

Fewer than 2 out of every 100 roofing contractors have been awarded GAF Master Elite® status! They are truly the "best of the best" because they are:

- Required to Maintain Insurance
- Licensed by Their State/Province/Territory\*\*
- Trained to Install GAF Products
- Established in the Local Community With a History of Installing Roofs

\*\*Applies in states/provinces/territories where all roofing contractors are required to be licensed.

## Part 3: Our Strongest Warranty

The strongest warranty protection we offer—period. Don't settle for less!

